



<p>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:</p> <p>Electronic Bid Receiving – Réception des soumissions électroniques</p> <p>– ec.soumissions-bids.ec@canada.ca</p> <p>BID SOLICITATION DEMANDE DE SOUMISSIONS</p> <p>PROPOSAL TO: ENVIRONMENT AND CLIMATE CHANGE CANADA</p> <p>We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p> <p>SOUMISSION À: Environnement et Changement climatique 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 – <i>Adaptive Management Strategies for the Domestic Action Plan for Lake Erie</i></p>	
	<p>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP <i>5000046804</i></p>	
	<p>Date of bid solicitation (YEAR-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) <i>2019.10.10</i></p>	
	<p>Bid solicitation closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)</p> <p>at – à <i>3:00 P.M.</i> on – le <i>2019.10.25</i></p>	<p>Time Zone – Fuseau horaire <i>Eastern Standard Time</i></p>
	<p>F.O.B – F.A.B <i>Destination</i></p>	
	<p>Address Enquiries to - Adresser toutes questions à <i>Angelina Garcia</i> <i>Email: Angelina.Garcia@canada.ca</i></p>	
	<p>Telephone No. – N° de téléphone <i>604-664-9114</i></p>	<p>Fax No. – N° de Fax <i>604-713-9867</i></p>
	<p>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ) <i>Starting contract award to 2020.03.13</i></p>	
	<p>Destination - of Services / Destination des services <i>Ontario</i></p>	
	<p>Security / Sécurité <i>There is no security requirement associated with this solicitation.</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.



TABLE OF CONTENTS

PART 1 – INFORMATION

1. Security Requirement
2. Statement of Work
3. Debriefings

PART 2 – BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Former public servants – Competitive Bid
4. Enquiries – Bid Solicitation
5. Applicable Laws
6. Basis for Canada's Ownership of Intellectual Property

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 – CERTIFICATIONS

1. Certifications Required Precedent to Contract Award

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement
2. Statement of Work
3. Standard Clauses and Conditions
4. Term of Contract
5. Authorities
6. Proactive Disclosure of Contracts with Former Public Servants
7. Payment
8. Invoicing Instructions
9. Certifications
10. Applicable Laws
11. Priority of Documents

List of Annexes:

- | | |
|---------|--|
| Annex A | Statement of Work |
| Annex B | Basis of Payment |
| Annex C | List of Names for Integrity Verification Form; |



TITLE: Adaptive Management Strategies for the Domestic Action Plan for Lake Erie

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 (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 06 Late Bids:

Delete: “PWGSC”

Insert: “Environment Canada”

At Section 07 Delayed Bids:

Delete: “PWGSC”

Insert: “Environment Canada”



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

Delete: In its entirety

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

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

Delete: In their entirety

Insert: "Deleted"

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

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

Insert: "Deleted"

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

Delete: In its entirety

Insert: "Deleted"

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

Delete: "sixty (60) days"

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

2. Submission of Bids

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

3. Former Public Servant – Competitive Bid

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

Definitions

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

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

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

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



Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 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 the province of Ontario.

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

6. Basis for Canada's Ownership of Intellectual Property

Environment Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, under exception 4.4.1 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

1. Bid Preparation Instructions

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

- Section I: Technical Bid (1 electronic copy)
- Section II: Financial Bid (1 electronic copy)
- Section III: Certifications (1 electronic copy)

In order to be considered, bids must be received no later than 1500h (3 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: Angelina Garcia
Solicitation Number: 5000046804

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 carry out the Work

Section II: Financial Bid

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

1.1 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 or phase of the Work, as applicable:

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

The professional fees must include the total estimated cost of all travel and living expenses that may need to be incurred for:

- (i) Work described in Part 6, Resulting Contract of the bid solicitation required to be performed within the ____ (*insert "National Capital Region (NCR)" or the applicable office in the region*). (*Insert the following if the NCR is applicable: "The NCR is defined in the National Capital Act, R.S.C. 1985, c. N-4, S.2. The National Capital Act is available on the Justice Website: [http://laws-lois.justice.gc.ca/eng/acts/N-4/;](http://laws-lois.justice.gc.ca/eng/acts/N-4/)"*)



- (ii) travel between the successful bidder's place of business and the ____ (*insert "NCR" or the applicable office in the region*); and
- (iii) the relocation of resources

to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.

- (b) Equipment (if applicable): The bidders should specify each item required to complete the Work and provide the pricing basis of each one, Canadian customs duty and excise taxes included, as applicable. (*Insert the following if applicable: "These items will be deliverable to Canada upon completion of the contract."*).
- (c) Materials and Supplies (if applicable): The bidders should identify each category of materials and supplies required to complete the Work and provide the pricing basis. The Bidder should indicate, on a per category basis, whether the items are likely to be consumed during the performance of any resulting contract.
- (d) Travel and Living Expenses (if applicable): The bidders should indicate the number of trips and the number of days for each trip, the cost, destination and purpose of each journey, together with the basis of these costs without exceeding the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the *National Joint Council Travel Directive* and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".
- (e) Subcontracts (if applicable): The bidders should identify all of the proposed subcontractors and provide in their financial bid for each one a price breakdown.
- (f) Other Direct Charges (if applicable): The bidders should identify all of the categories of other direct charges anticipated, such as long distance communications and rentals, providing the pricing basis for each and explaining the relevance to the work described in the resultant contract in part 6 of the bid solicitation.
- (g) Applicable Taxes: The bidders should indicate the Applicable Taxes separately.

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

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

Section III - Certifications

1. Certifications Required Precedent to Contract Award

Bidders must provide the required certifications Part 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.



1.2.1 Point Rated Technical Criteria

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

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

Item	Technical Rated Criteria	Maximum Score
	<p><i>Experience and qualifications of the project team members</i> Demonstrate the skills and experience of the designated team members to fulfill the mandate defined in this document.</p>	
R1	<p>Project Team expertise</p> <p>The Bidder should demonstrate the experience of the project team members by providing project descriptions that include the following information:</p> <p>Project Title Project Overview (objective, member’s role & responsibilities Project start and end dates Client contact information</p> <p>This information will be used in assessing criteria R1.1 – R2 below</p> <p>The same projects may be used for each of R1.1, R1.2 and R1.1.3</p> <p>The points will be awarded for each of R1.1, R1.2 and R1.3 based on the number of projects that meet criterion as follows:</p>	
R1.1	<p>The Bidder should demonstrate that at least one member of the proposed project team has direct experience in projects involving water quality and/or Great Lakes’ issues. <i>1 point per project to a maximum of 5 pts</i></p>	5
R1.2	<p>The Bidder should demonstrate that at least one member of the proposed project team has direct experience with advising or conducting research on adaptive management, systems approach to management or systems approaches to understanding social and/or environmental issues. <i>1 point per project to a maximum of 5 pts</i></p>	5
R1.3	<p>The Bidder should demonstrate that at least one member of the proposed project team has direct experience in undertaking the research and the writing of subject area reviews based on peer reviewed literature, grey literature and/or personal interviews. <i>1 point per project to a maximum of 5 pts</i></p>	5
R2	<p>The Bidder should demonstrate that project team member(s) have experience working on projects requiring in-depth knowledge of a complex social/environmental issue (usually defined as having multiple interacting components, feedbacks between outcomes and components, difficulty in prediction and the emergence of properties from component interaction). Additional weight will be given for the management of such issues through adaptive management. Alternatives to adaptive management might include one or more of the following: management requiring evaluation of actions/decisions, evaluation of scenarios, learning from actions, multiple stakeholders and/or with the potential to adjust the actions if necessary. Management includes the development and the use of performance indicators to assess progress towards meeting an objective.</p>	15



	<p>Up to three (3) projects completed in the past 10 years by one or more team members should be presented to demonstrate this experience. The proponents must demonstrate the complexity of the issue and provide details of the research/management approach.</p> <p><i>No points will be awarded for only listing a project or for incomplete descriptions. Scores will be awarded based on the similarity of the projects presented to the scope of this project, to a maximum of 5 points per project.</i></p> <p><i>Scores will be awarded as follows:</i></p> <p><i>Experience applying adaptive management to a complex issue 5 points</i> <i>Experience applying other management alternatives to adaptive management to a complex issue 4 points</i> <i>Experience requiring in-depth knowledge of a complex issue 3 points</i> <i>No similarity to this project 0 points</i></p>	
R3	<p>Project Lead/Manager: The Bidder should demonstrate that the proposed Project Lead/Manager has project co-ordination and management experience (schedule management, budget management, resource allocation).</p> <p><i>Scores will be awarded as follows:</i></p> <p><i>Less than 4 months' experience: 0 points</i> <i>5 – 11 months' experience: 2 points</i> <i>12 to 24 months' experience: 5 points</i> <i>25 to 48 months' experience: 7 points</i> <i>49+ months' experience or more: 10 points</i></p>	10
R1-R3	Minimum points required = 28	40
R4	<p>Workplan The Bidder should provide a workplan for the project which should include a breakdown of the tasks required, the resource assigned to each task, and the level of effort of each resource to complete the defined steps</p> <p><i>The work plan provides the required information and meets the objectives of the project: 10 pts</i> <i>The work plan meets the objectives of the project, but some of the information specified above is missing: 7 pts</i> <i>The work plan is meets the objectives, but lacks clarity in how the objectives will be met due to lack of details and difficulty in connecting the steps in the work plan. 5 pts</i> <i>The work plan is not expected to meet the objectives 0 pts</i></p>	10
R5	<p>Methodology The Bidder should describe the approach to collecting the required information, quality control and reporting, that demonstrates experiencing with this type of research, to be used to perform the required work.</p> <p><i>The bid demonstrates a detailed structured approach to proceed with the tasks. 10 pts</i> <i>The bid presents an approach which is clear but lacks details. 7 pts</i> <i>The bid presents an approach that cannot be understood due to missing details, reliance on jargon and a reliance on technical language instead of plain language. 5 pts</i> <i>The bid has no approach for collecting information, quality control, or reporting. 0 pts</i></p>	10
R6	<p>The Bidder's proposal should demonstrate that the Bidder understands the project and its objectives.</p> <p><i>Scores will be awarded as follows:</i></p>	10



	<p><i>The proposal demonstrates a clear, coherent synthesis that demonstrates a connection between the requirements for this work, the objectives of the CO LEAP and the bidder's experience 10 pts</i></p> <p><i>The proposal presents a synthesis but which lacks details, clarity, coherence. 6 pts</i></p> <p><i>The proposal does not demonstrate a clear understanding of the project and the objectives. 0 pts</i></p>															
R7	<p>The Bidder should describe the strategies that will be deployed to identify risks and overcome obstacles encountered along the way (reference attached rating scale)</p> <table border="1"> <tr> <td><i>Excellent – 10</i></td> <td><i>The Bidder has suggested strategies that cover multiple contingencies in all steps of the work plan. They are deemed likely to ensure extremely effective performance on this aspect of the contract.</i></td> </tr> <tr> <td><i>Very Good – 8.5</i></td> <td><i>The Bidder v has suggested strategies that cover all steps in the work plan. They are more than adequate for effective performance on this aspect of the contract.</i></td> </tr> <tr> <td><i>Good – 7.5</i></td> <td><i>The Bidder has suggested strategies that identify and cover the major steps in the work plan with multiple contingencies. They are deemed above average needed for adequate performance on this aspect of the contract.</i></td> </tr> <tr> <td><i>Average – 6</i></td> <td><i>The Bidder has identified a strategy for the major steps in the work plan. It is deemed adequate to meet the minimum needed for adequate performance on this aspect of the contract.</i></td> </tr> <tr> <td><i>Poor - 5</i></td> <td><i>The Bidder does not provide a strategy for each major step in the work plan. It is deemed ineffective in performing the duties of the contract.</i></td> </tr> <tr> <td><i>Unsatisfactory – 1</i></td> <td><i>The Bidder does not identify the major steps in the work plan and only provides a limited number of strategies to deal with risk. They are insufficient for the effective performance of the duties of the contract.</i></td> </tr> <tr> <td><i>N/A - 0</i></td> <td><i>The Bidder did not identify any strategies to identify risks and overcome obstacles.</i></td> </tr> </table>	<i>Excellent – 10</i>	<i>The Bidder has suggested strategies that cover multiple contingencies in all steps of the work plan. They are deemed likely to ensure extremely effective performance on this aspect of the contract.</i>	<i>Very Good – 8.5</i>	<i>The Bidder v has suggested strategies that cover all steps in the work plan. They are more than adequate for effective performance on this aspect of the contract.</i>	<i>Good – 7.5</i>	<i>The Bidder has suggested strategies that identify and cover the major steps in the work plan with multiple contingencies. They are deemed above average needed for adequate performance on this aspect of the contract.</i>	<i>Average – 6</i>	<i>The Bidder has identified a strategy for the major steps in the work plan. It is deemed adequate to meet the minimum needed for adequate performance on this aspect of the contract.</i>	<i>Poor - 5</i>	<i>The Bidder does not provide a strategy for each major step in the work plan. It is deemed ineffective in performing the duties of the contract.</i>	<i>Unsatisfactory – 1</i>	<i>The Bidder does not identify the major steps in the work plan and only provides a limited number of strategies to deal with risk. They are insufficient for the effective performance of the duties of the contract.</i>	<i>N/A - 0</i>	<i>The Bidder did not identify any strategies to identify risks and overcome obstacles.</i>	10
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<i>N/A - 0</i>	<i>The Bidder did not identify any strategies to identify risks and overcome obstacles.</i>															
R4-R7	Minimum points required = 28	40														
	TOTAL	80														

1.3 Financial Evaluation

1.3.1 Mandatory Financial Criteria

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

Item	Criterion	Page #	Met	Not Met
MF1	The maximum budget for the project is \$40,000.00 (taxes extra, if applicable). 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.			

1.3.2 Evaluation of Price

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

The Contractor shall identify the cost of the work for each activity to be undertaken. The cost breakdown should include all expenses related to the project, such as labour, administration, sub-contracting, travelling and expected purchases.



For evaluation purposes only, the price of the bid will be determined based on the total price, including all option periods, if any.

2. Basis of Selection - Highest Combined Rating of 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 criteria; and
- (c) obtain the required minimum of 28 points each for the technical evaluation criteria of (i) Knowledge and Experience or R1 to R3 and (ii) Work Plan, Approach and Methodology or R4 to R7, which are subject to point rating.

The rating is performed on a scale of 80 points.

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 equal 80 and the lowest evaluated price is \$38,000.00 (38).

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

	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	64/80	58/80	72/80
Bid Evaluated Price	\$38,000.00	\$40,000.00	\$38,600.00
Calculations			
Technical Merit Score	$64/80 \times 70 = 56.00$	$58/80 \times 70 = 50.75$	$72/80 \times 70 = 63.00$
Pricing Score	$38/38 \times 30 = 30.00$	$38/40 \times 30 = 28.5$	$38/38.6 \times 30 = 29.53$
Combined Rating	86.00	79.25	92.53
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.

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.

Name and Signature

Date



2.2 Education and Experience A3010T (2010-08-16)

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

Name and Signature

Date

PART 6 - RESULTING CONTRACT *(at contract award, delete this line)*

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation *(at contract award, delete this sentence and insert the title)*.

Title: Adaptive Management Strategies for the Domestic Action Plan for Lake Erie

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.

3. Standard Clauses and Conditions

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

3.1 General Conditions

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

General conditions 2010B is modified as follows:

At Section 12 Transportation Costs

Delete: In its entirety

Insert: "Deleted"

At Section 13 Transportation Carriers' Liability

Delete: In its entirety.

Insert: "Deleted"

At Section 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."

At Section 19, Intellectual Property

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 Work is to be performed during the period of contract award to March 13, 2020.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name:	Angelina Garcia
Title:	Procurement Specialist
Organization:	Environment and Climate Change Canada
Address:	201 – 401 Burrard Street, Vancouver, BC V6C 3S5
Telephone:	604-664-9114
Facsimile:	604-713-9867
E-mail address:	Angelina.Garcia@canada.ca

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



5.2 Technical Authority

The Technical Authority for the Contract is:

Name:	
Title:	
Organization:	
Address:	
Telephone:	
Facsimile:	
E-mail address:	

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

5.3 Contractor's Representative

Name:	
Title:	
Organization:	
Address:	
Telephone:	
Facsimile:	
E-mail address:	

6. Proactive Disclosure of Contracts with Former Public Servants

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

7. Payment

7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work as determined in accordance with the Basis of Payment in Annex B , to a limitation of expenditure of \$ _____ (*insert the amount at contract award*). Customs duties are _____ (*insert "included", "excluded" OR "subject to exemption"*) 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 (*insert "included", "excluded" or "subject to exemption"*) and Applicable Taxes are extra.
- (b) No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - (i) when it is 75 percent committed, or
 - (ii) four (4) months before the contract expiry date, or



(iii) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

(c) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

8. Invoicing Instructions

8.1 Milestone Payments

(a) Canada will make milestone payments in accordance with the Schedule of Milestones detailed below and the payment provisions of the Contract if:

(i) an accurate and complete claim for payment and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;

(ii) all such documents have been verified by Canada;

(iii) all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.

8.2 Schedule of Milestones

Please see Annex B – Basis of Payment for the schedule of milestones for which payments will be made in accordance with the Contract.

9. Certifications

9.1 Compliance

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

10. Applicable Laws

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

11. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) Modified 2010B (2018-06-21) General Conditions - Professional Services (Medium Complexity)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, List of Names for Integrity Verification Form; and
- (f) 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

The Contractor hereby agrees to

Provide professional services on the project titled: Adaptive Management Strategies for the Domestic Action Plan for Lake Erie

BACKGROUND

Environment and Climate Change Canada (ECCC) requires guidance in developing an Adaptive Management Plan as part of our commitment to move ahead with an adaptive management process to support the implementation of the Canada Ontario Lake Erie Action Plan (CO LEAP). The CO LEAP adaptive management process will be used by ECCC to evaluate the effectiveness of the implementation of actions in the plan by providing a structured mechanism to iteratively review and adapt actions as necessary in order to achieve Canada's phosphorus reduction targets to reduce harmful and nuisance algal blooms and hypoxia in Lake Erie. The adaptive management process includes the following elements: implementation of actions, collaboration with partners and stakeholders, monitoring, evaluation and adjustment of actions. It is the framework for ECCC to understand the managed watersheds in the Lake Erie Basin, to evaluate the implementation of the Lake Erie Action Plan, and a formal mechanism to utilize what ECCC learns from monitoring tributaries and to adjust actions to reduce phosphorus. The Adaptive Management Plan will provide for ECCC a timeline and details for the key elements required to carry out the process.

The Contractor will provide ECCC with guidance and recommendations for developing the Adaptive Management Plan including a timeline, performance indicators, collaborative learning, the use of models and the governance and operation of the Adaptive Management Task Team. The work will be based on a jurisdictional review, a review of the ongoing activities in the CO LEAP and the Contractor's expertise in this area.

In consultation with ECCC, the Contractor shall provide recommendations for developing the Adaptive Management Plan based on a jurisdictional review and ECCC activities underway to implement the CO LEAP. The adaptive management plan will guide ECCC in carrying out the Adaptive Management process.

Specifically, the work of the Contractor will consist of four major tasks:

- Review of adaptive management plans from other jurisdictions (based on literature and interviews), for nutrient management and other water management issues;
- Based on the jurisdictional review, the provide a list or recommendations to ECCC for the adaptive management plan;
- Review the activities already under way to implement the CO LEAP ; and
- Provide a final set of recommendations for the adaptive management plan.

OBJECTIVE

To engage the services of a Contractor with the knowledge and expertise performing literature reviews and interviews, integrating the findings and providing recommends in the development of an adaptive management plan to support CO LEAP.

THE WORK

The Contractor will perform the following tasks as part of the study, at the direction of ECCC:

Phase 1: Literature Review

- Provide an assessment of the relevant background material provided by ECCC within the context of developing an adaptive management plan
- Provide recommendations of other adaptive management plans with relevance to the CO LEAP
- Review to include decision tools used to assess whether the key research questions or objectives of the Action Plan require revision (methodological discussion)



- Review to include how decisions are evaluated including the development of indicators and the types of indicators used in different plans
- Review to include the evaluation of outcomes, separating out management actions from other forces of change

Phase 2: Recommendations for developing the plan

- Recommend elements of an adaptive management plan, the process for implementation, Objectives, Key Results and Reporting on Indicators for CO LEAP
- Present review of adaptive management plans for the CO LEAP to ECCC
- Present recommendations to ECCC staff
- Obtain feedback from ECCC staff

Phase 3: Review of Current Activities to Implement CO LEAP

- Structure a review process of current activities underway to implement and evaluate the actions of the CO LEAP in order to assess the degree to which ECCC is already meeting the recommendations set out in Phase 2.
- In consultation with ECCC staff, review the current activities under the CO LEAP
- Compare the current activities with the recommendations for the adaptive management plan that were presented in Phase 2

Phase 4: Final Report on Adaptive Management Plan

- Present the final recommendations on the adaptive management plan to ECCC.
- The final recommendations will refer to the subjects covered in jurisdictional review.
- The final report on the Adaptive Management Plan will include the jurisdictional review, the review of current activities and the final set of recommendations.

DELIVERABLES

All deliverables shall be complete all deliverables by March 13, 2020.

Deliverables		Proposed Timeline
1	Teleconference/meeting with Project Proponent	Week 1
2	Present review of adaptive management plans and initial recommendations for the Lake Erie Action Plan to the ECCC	Week 7
	Solicit feedback from the ECCC	Week 10
3	Review of current activities under the CO LEAP	Week 12
4	Present draft Final Report	Week 15
	Solicit feedback from ECCC	Week 18
5	Final report to be completed for ECCC on Adaptive Management Plan	Week 20

General Instructions:

- Reports must be written entirely in English, observing all spelling and grammar rules of the language chosen.
- The information must be written for an audience without an in-depth knowledge of economics.
- Reports must be completed in MS Word, compatible with the 2003 Microsoft Office suite.
- All references to information sources shall be clearly marked.

CROWN INPUT

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

1. The Amended 2012 Great Lakes Water Quality Agreement, Annex 4 Nutrients
2. The State of Lake Erie and Related Nutrient Loadings
3. Policy Options to Consider for The Project
4. Agreements, Strategies, and Plans governing and guiding the control and management of Lake Erie (and other Great Lakes) nutrients.



5. Legislation/Regulations and Programs – the policy instruments that are (or may) be applied, and the funding and other support programs and incentives that are (or have been) used to reduce phosphorus (and other nutrients) loadings to Lake Erie (and other Great Lakes).
6. Key Reference Documents – a synopsis of scientific and technical studies and policy analyses completed, underway, or proposed that can be drawn upon in conducting The Project.
 - a. 2012 - Costs and Benefits of Instruments to Reduce Nutrients in the Lake Winnipeg Basin: Using an ecological goods and services approach Synthesis Report (Environment Canada/Marbek)
 - b. 2013 - BMPs in Urban Areas (Environment Canada/GENIVAR)
 - c. 2013 - Great Lakes Nutrient Initiative: Agricultural Phosphorus Management Beneficial Management Practice Review (Environment Canada/The Thomsen Corporation)
 - d. 2013 - Great Lakes Nutrient Initiative: Best Management Practices for Urban Areas to Manage Phosphorus – Policy, Programs & Legislative Review (Environment Canada/Hutchison Environmental Sciences Ltd.)
 - e. 2014 - Grand River Watershed Case Study: A Cost-Benefit Analysis of Improved Phosphorus Management Using an Ecological Goods and Services Approach (Environment Canada/DSS)
 - f. 2015 - Algal Blooms: Estimating Costs to the Lake Erie Basin Economy (Environment Canada/Midsummer Analytics)
 - g. 2016 - Evaluation of Policy Options to Achieve Phosphorus Reductions from Canadian Sources to Lake Erie (Environment Canada/Greenland International Consulting)
 - h. 2018 - Review of adaptive management and recommendations for strategy

ACCEPTANCE CRITERIA

The Departmental Representative shall accept the work on behalf of the Crown.



ANNEX B

BASIS OF PAYMENT

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work in accordance with the rates outlined in the Contractor's Financial Proposal dated _____ as follows:

Deliverables		Proposed Timeline	Amount (\$)
1	Teleconference/meeting with Project Proponent	Week 1	30%
2	Present review of adaptive management plans and initial recommendations for the Lake Erie Action Plan to the ECCC	Week 7	
	Solicit feedback from the ECCC	Week 10	
3	Review of current activities under the CO LEAP	Week 12	30%
4	Present draft Final Report	Week 15	
	Solicit feedback from ECCC	Week 18	
5	Final report to be completed for ECCC on Adaptive Management Plan	Week 20	40%

Total Proposal Price \$ _____

Applicable Taxes \$ _____

Total Price (Including Applicable Taxes) \$ _____



ANNEX C INTEGRITY REGIME

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
*Membres du conseil d'administration² / Board of Directors² (Ou mettre la liste en pièce-jointe / Or provide the list as an attachment)	

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.

2 Conseil des gouverneurs / Board of Governors; Conseil de direction / Board of Managers; Conseil de régents / Board of Regents; Conseil de fiducie / Board of Trustees; Comité de réception / Board of Visitors



Prénom / First name	Nom / Last Name	Position (si applicable) / Position (if applicable)