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| <p>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:</p> <p>Bid Receiving - Environment Canada / Réception des soumissions – Environnement Canada</p> <p>Electronic Copy: ec.soumissions-bids.ec@canada.ca</p> <p>BID SOLICITATION DEMANDE DE SOUMISSIONS</p> <p>PROPOSAL TO: ENVIRONMENT CANADA</p> <p>We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p> <p>SOUSSION À: ENVIRONNEMENT CANADA</p> <p>Nous offrons d'effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).</p> | <p>Title – Titre Evaluating the Costs and Benefits of Implementing the Canada Ontario Lake Erie Action Plan</p> | | |
| | <p>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP 5000049626</p> | | |
| | <p>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) 2020-01-10</p> | | |
| | <p>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ) at – à 3:00 P.M. on – 2020-02-24</p> | <p>Time Zone – Fuseau horaire Eastern Standard Time</p> | |
| | <p>F.O.B – F.A.B Not Applicable</p> | | |
| | <p>Address Enquiries to - Adresser toutes questions à Shawn Davis shawn.davis@canada.ca</p> | | |
| | <p>Telephone No. – N° de téléphone 819-938-3814</p> | <p>Fax No. – N° de Fax</p> | |
| | <p>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ) 2020-03-31</p> | | |
| | <p>Destination - of Services / Destination des services Ontario</p> | | |
| | <p>Security / Sécurité There is no security requirement associated with this requirement.</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 Date</p> | | |



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PART 1 – GENERAL INFORMATION

1. Security Requirement

1.1 There is no security requirement associated with this requirement.

2. Statement of Work

The Work to be performed is detailed under Annex A, Statement of Work of the resulting contract.

3. Debriefings

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

PART 2 – BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

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

The standard instructions 2003 are modified as follows:

Under “Text” at 02:

Delete: “Procurement Business Number”

Insert: “Deleted”

At Section 02 Procurement Business Number

Delete: In its entirety

Insert: “Deleted”

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

Delete: In its entirety

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

At Section 06 Late Bids:

Delete: “PWGSC”

Insert: “Environment Canada”

At Section 07 Delayed Bids:

Delete: “PWGSC”

Insert: “Environment Canada”



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

Delete: In its entirety

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

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

Delete: In their entirety

Insert: "Deleted"

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

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

Insert: "Deleted"

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

Delete: In its entirety

Insert: "Deleted"

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

Delete: "sixty (60) days"

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

2. Submission of Bids

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 Ontario.

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

6. Basis for Canada's Ownership of Intellectual Property

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

- 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

1. Bid Preparation Instructions

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

Section I: Technical Bid (1 electronic copy)

Section II: Financial Bid (1 electronic copy)

Section III: Certifications (1 electronic copy)

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 1500h (3 p.m.) (Eastern Standard 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: Shawn Davis



Solicitation Number: 5000049626

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 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 task 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 Ontario Region;
- (ii) travel between the successful bidder's place of business and Canada Centre for Inland Waters;
- (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. 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

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial 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.

Mandatory Technical Criteria is included in Attachment 1 to Part 4.

1.1.2 Point Rated Technical Criteria

A proposal must obtain the required minimum score of 28 out of 40 in criteria R1-R2 and obtain a minimum overall score of 60 out of 100 points in the technical evaluation criteria to be considered responsive.



Point Rated Technical Criteria is included in Attachment 1 to Part 4.

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 \$200,000.00, 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 the Department 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.

For evaluation purposes only, the price of the bid will be determined as follows:

Proposals will be evaluated out of 30 points

The proposal with the lowest price receives the maximum 30 points, and all higher priced proposals will be pro-rated relative to the lowest price

2. Basis of Selection

2.1 Basis of Selection - Highest Combined Rating of Technical Merit and Price

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 required minimum score of 28 out of 40 in criteria R1-R2 and obtain a minimum overall score of 60 out of 100 points in the technical evaluation criteria.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
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.



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

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 100 and the lowest evaluated price is \$55,000.00.

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

| <u>Bidder</u> | Bidder 1 | Bidder 2 | Bidder 3 |
|-------------------------|-------------------------|-------------------------|-------------------------|
| Overall Technical Score | 90/100 | 70/100 | 80/100 |
| Bid Evaluated Price | \$75,000.00 | \$55,000.00 | \$65,000.00 |
| <u>Calculations</u> | | | |
| Technical Merit Score | $90/100 \times 70 = 63$ | $70/100 \times 70 = 49$ | $80/100 \times 70 = 56$ |
| Pricing Score | $55/75 \times 30 = 22$ | $55/55 \times 30 = 30$ | $55/65 \times 30 = 25$ |
| Combined Rating | 85 | 79 | 81 |
| Overall Rating | 1 st | 3 rd | 2 nd |



ATTACHMENT 1 TO PART 4

MANDATORY TECHNICAL CRITERIA AND POINT RATED TECHNICAL CRITERIA

Mandatory Technical Criteria:

| | | |
|----|---|--|
| M1 | At least one project member must have a Graduate Degree from a recognized university with acceptable specialization in economics, accounting, economic geography or more than 5 years' experience (in the last 7 years) in the cost-benefit analysis and environmental economic analysis. The bidder can be asked to provide documentation such as a copy of a degree or diploma, and all bidders must document their experience. | |
|----|---|--|

Point Rated Technical Criteria:

| SFACTOR | Technical Rated Criteria | MAXIMUM SCORE |
|---|--|---------------|
| Experience and qualifications of the project team members Demonstrate the skills and experience of the designated team members to fulfill the mandate defined in this document. | | |
| R1 | <p>Project Team expertise: Scores for project team members' experience will be awarded by evaluating the number of projects performed by one or more of the team members with one point awarded per project</p> <p>The Bidder should demonstrate the experience of the project team members by providing project descriptions that include the following information:</p> <ul style="list-style-type: none"> • Project Title • Project Overview (objective, member's role & responsibilities) • Scope of project • Similarity to this mandate • Project start and end dates • Client contact information <p>The same projects may be used for each of R1.1, R1.2 and R1.3</p> <p>The points will be awarded for each of R1, R2 and R3 based on the number of projects that meet criterion as follows:</p> | 30 |



| | | |
|--|---|-----------|
| | 2 points per project to a maximum of 10 | |
| R1.1 | The proposed project team will demonstrate that at least one member has direct experience in similar projects involving the estimation of costs and benefits, including co-benefits, of implementing measures to reduce the effect of an environmental stressor: 10 pts | |
| R1.2 | The proposed project team will demonstrate that at least one member has direct experience with agricultural nutrient or farm management issues: 10 pts | |
| R1.3 | The proposed project team will demonstrate that at least one member has direct experience with Great Lakes or water quality issues: 10 pts | |
| R2 | <p>Project Lead/Manager: It must be demonstrated that the Project Director has the required project co-ordination and management experience (schedule management, budget management, resource allocation).</p> <p>Scores will be awarded as follows : 0 experience: 0 points 1 to 2 years' experience: 5 points 3 to 4 years' experience: 7 points 5 years' experience or more: 10 points</p> | 10 |
| Sub-Total points maximum score: | | 40 |
| <p>Technical Component points maximum score: 40 points / Points Minimum score: 28 points</p> | | |
| R3 | <p>Detailed work plan outlining tasks and sub-tasks:</p> <ul style="list-style-type: none"> • The work plan outlines how the bidder will address each task and provides details on the subtasks to meet the objectives of the project.: 15 pts • The work plan outlines how the bidder will address each task to meet the objectives of the project.: 10 pts • The work plan is weak and confusing and is not expected to meet all of the objectives.: 0 pts | 15 |
| R4 | <p>Work distribution including time allotments and team member assignments:</p> <ul style="list-style-type: none"> • The work plan provides time allocation for major and sub tasks with corresponding staff assigned with appropriate allocation of expertise: 10 pts • The work plan outlines time allocation for major tasks with corresponding team members assigned: 6 pts | 10 |



| | | |
|---------------------------------------|---|------------|
| | <ul style="list-style-type: none"> The work plan is not clear on the time allocation of major tasks nor the corresponding staff assigned to each task: 2 pts | |
| R5 | <p>Methodology: The proposal outlines the approach for estimating costs and benefits, including co-benefits of implementing BMPs to reduce phosphorus loads from agriculture to Lake Erie including the methodology and the data requirements.</p> <ul style="list-style-type: none"> The bid demonstrates a detailed structured methodology to proceed with the tasks, any data and/or knowledge requirements and a strategy for meeting these requirements: 20 pts The bid presents a methodology which lacks details and or information or lacks discussion of data and/or knowledge requirements: 12 pts The bid presents a methodology or data and/or knowledge requirements that are not clear: 5 pts The bid lacks a methodology and lacks clear data and/or knowledge requirements: 0 pts | 20 |
| R6 | <p>Describe what strategies will be deployed to overcome obstacles encountered along the way (reference attached rating scale) This will include the frequency and responsibility for quality control and for reporting on the project during all phases of the contract.</p> | 5 |
| R7 | <p>Demonstrated understanding of the project and its objectives in their own words.</p> <p>The Point distribution will be based as follows:</p> <ul style="list-style-type: none"> Understanding of the objectives of this project and of the work to be conducted to satisfy the Statement of Work (SoW) including the connection between the requirements for this work and the Canada Ontario Lake Erie Action Plan. <p>Points will be awarded as follows:</p> <ul style="list-style-type: none"> The bids demonstrate a clear, coherent and correct synthesis of the work to be undertaken. : 10 pts The bids present a synthesis which lacks details, clarity, coherency: 6 pts The bids does not demonstrate a clear understanding of the project and the objectives : 0 pts | 10 |
| Sub-Total points maximum score | | 60 |
| TOTAL | | 100 |



RATING SCALE
Narrative Explanation of Rating

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

Point Allocation by Rating

| Excellent | Very Good | Good | Average | Poor | Unsatisfactory | N/A |
|-----------|-----------|------|---------|------|----------------|-----|
| 5 | 4 | 3 | 2 | 1 | 0 | 0 |



PART 5 - CERTIFICATIONS

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

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

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

1. Certifications Required Precedent to Contract Award

1.1 Integrity Provisions - Associated Information

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

1.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

2. Additional Certifications Required Precedent to Contract Award

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

2.1 Status and Availability of Resources

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

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be



performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

2.2 Education and Experience

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

PART 6 - RESULTING CONTRACT

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

Title: Evaluating the Costs and Benefits of Implementing the Canada Ontario Lake Erie Action Plan

1. Security Requirement

“Deleted”

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.”

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

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.

At Section 06 Subcontracts

Delete: paragraphs 1, 2, and 3 in their entirety.

Insert: “The Contractor may subcontract the supply of goods or services that are customarily subcontracted by the Contractor. Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon Canada to a subcontractor. In any subcontract, the Contractor agrees to bind the subcontractor by the same conditions by which the Contractor is bound under the Contract, unless the Contracting Authority agrees otherwise, with the exception of requirements under the Federal Contractors Program for employment equity which only apply to the Contractor.”

At Section 19 Copyright

Delete: In its entirety

Insert: “Deleted”



4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2021 inclusive.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: _____
 Title: _____
 Environment and Climate Change Canada
 Procurement and Contracting
 Address: _____
 Telephone: ____-____-_____
 Email address: _____

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: ____-____-_____
 Email 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

The Contractor's Representative for the Contract is:

Name: _____
 Title: _____
 Organization: _____
 Address: _____
 Telephone: ____-____-_____
 Email 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

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

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

7.2 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

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

| Deliverable/Milestone | Date of Completion |
|---|--|
| 1. Minutes from Start-up meeting | Week 3 |
| 2. Scenario Development <ul style="list-style-type: none"> a. Attendance at Scenario(s) Development meetings with ECCC b. Development of BMP Scenario(s) c. Identification of data needs | Date to be determined |
| 3. Systematic Review of the literature | Week 10 |
| 4. Summary of Discussion on Systematic Review including proposed revision and confirmation of approach to analysis | March 31, 2020 |
| 5. Cost – Benefit Analysis: Preliminary Report | Delivered between Sept 1 and Oct 1, 2020 |
| 6. Final Report (first draft) | March 01, 2021 |
| 7. Completed Final Report and PowerPoint presentation | Delivered by March 31, 2021 |

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 General Conditions - Professional Services (Medium Complexity) (2018-06-21)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C – Security Requirement Check List (SRCL)
- (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

Title: Evaluating the Costs and Benefits of Implementing the Canada Ontario Lake Erie Action Plan

1. Background

The Nutrients Annex of the 2012 Great Lakes Water Quality Agreement directs Canada and the United States to establish targets for phosphorus load reductions and to draft Domestic Action Plans for meeting these new targets, in order to reduce the severity and frequency of harmful algal blooms and hypoxia in Lake Erie. In 2016, the reduction target for Lake Erie's Western and Central Basins was established at 40% of the 2008 load. The primary sources of phosphorus to Lake Erie are non-point source runoff from agriculture and urban areas, and discharges from wastewater treatment plants. The largest load is generated from agricultural non-point sources although other loads may be locally significant. Phosphorus enters Lake Erie via overland and subsurface flow into drainage systems, creeks, groundwater, and tributaries.

Canada and Ontario released the Lake Erie Action Plan in 2018, identifying 128 actions in five categories, to reduce phosphorus from Canadian sources. Actions in the first category speak to on-the-ground actions that will reduce phosphorus loads from urban and agricultural sources. Many of these actions encourage the adoption of different best management practices (BMPs) to reduce phosphorus loads to Lake Erie. Environment and Climate Change Canada (ECCC) requires assistance in evaluating the cost and benefits of implementing different BMPs to reduce agricultural sources of phosphorus. Previous economic impact assessments focused on the direct and secondary costs of algal blooms and the direct benefits of reducing these blooms to the Canadian portion of the Lake Erie watershed. This study will provide an estimate of the costs of implementing measures to reduce phosphorus loads, in order to reduce hypoxia and algal blooms, and a valuation of any additional benefits associated, including additional co-benefits, that will result from implementing specific BMPs.

2. Purpose

ECCC requires estimate(s) of the costs and benefits of meeting the 40% phosphorus load reduction targets to the Western and Central Basins of Lake Erie. The study will focus on the costs of implementing specific BMPs, in those watersheds to which the targets apply, and a valuation of any additional benefits, including co-benefits, resulting from this implementation. This study will build on previous work completed for ECCC on the direct and secondary economic impacts of algal blooms in the Lake Erie Basin as well as the impact of different economic instruments on BMP adoption. The final estimates of costs and benefits are to include who benefits/pays and at what geographic scale of relevance (i.e. the property, the sub-watershed, the watershed, the basin). The costs and benefits will be based on the implementation of a core set of nine BMPs that include;

1. Fragile Land Retirement
2. Equipment Modifications to reduce soil compaction
3. Equipment modifications to improve manure application
4. Riparian buffer strips
5. Cover Crops
6. Erosion control structures
7. Adding Organic amendments to soil
8. Tillage and nutrient application equipment modifications, and;
9. Crop nutrient planning



This is not an exclusive list. In the development of a scenario(s) for the basin (how many hectares serviced by which BMP), other BMPs may be accepted for this analysis, with the approval of the ECCC technical authority.

3. Tasks

3.1. **TASK 1: Start-up meeting:**

Attend with ECCC lead, either in person or via teleconference.
The goals for this preliminary meeting are to discuss:

- i. the appropriate scope and methodology for the project;
- ii. how to build on previous work;
- iii. developing scenarios of BMP adoption;
- iv. building on previous economic analyses;
- v. confirm list of BMPs
- vi. geographic range of study;
- vii. deliverables;
- viii. timeline.

Deliverable: The minutes of this meeting will be provided to the ECCC technical authority two weeks following the meeting.

3.2. **TASK 2: Developing scenarios of BMP Adoption in for point and non-point sources:**

ECCC will coordinate the development of suitable scenarios/ of BMP adoption for the project.

3.3. **TASK 3: Systematic Review of the relevant literature:**

Deliverable: This will include a literature review as well as a synthesis of relevant information that could be included in this cost-benefit analysis. The topics covered will include methodological approaches used in other jurisdictions, itemized costs, itemized benefits and co-benefits and distribution of costs and benefits. Although the direct and secondary economic impacts of reducing algal blooms has been estimated in previous work, the review will be used to identify specific benefits and co-benefits to phosphorus reduction that would accrue from specific BMPs. Co-benefits of BMPs might include greenhouse gas reduction, carbon sequestration, flood control, improved soil health, improved fish and wildlife habitat, reduced soil erosion, reduced animal stress and increased resiliency to variability of weather. The distribution of costs and benefits will include both sectoral (who paid and who benefited) and any geographic distributions of costs and benefits that were noted in previous analyses. The findings of the review will be presented and discussed with ECCC and will be used in refining the approach to estimating the costs and benefits of meeting the phosphorus reduction targets.

3.4. **TASK 4: Summary of Discussion on Systematic Review:**

Deliverable: The Contractor will provide ECCC a summary of the discussion and resulting actions from the Systematic Review. The discussion will include the final recommended approach, including the Contractor's understanding of the scenario(s) including costs that will be used for BMPs, benefits and co-benefits to be considered and proposed distribution of costs and benefits. The presentation of the scenario will also include a discussion of the recommended precision in the distribution of specific BMPs.

3.5. **TASK 5: Analysis:**

Deliverable: At least 5 months prior to the final report, the Contractor will provide ECCC with a preliminary report summarizing results of the cost-benefit analysis and identify any issues to be resolved before the final report is presented.

3.6. TASK 6: Final Report, Wrap-up meeting and Presentation:

Deliverable: The final report will include

- an executive summary
- the costs and benefits of reducing phosphorus loads to Lake Erie,
- a discussion of relevant methods including details on estimates, assumptions and modelling,
- a discussion of uncertainties arising from the data and from assumptions that had to be made to complete the analysis and any sensitivities of the final costs and benefits to the changes in the scenario(s).
- The final report (Deliverable 6) will be delivered in MSWord. It will be accompanied by a PowerPoint presentation complete with speaking points.
- The contractor will revise the report if necessary based on comments from ECCC.
- The contractor will deliver the presentation in a final meeting with ECCC

3.7. Deliverables Schedule

| Deliverable/Task | Date of Completion |
|---|---|
| 1. Minutes from Start-up meeting | Week 3 |
| 2. Scenario Development <ul style="list-style-type: none"> a. Attendance at Scenario(s) Development meetings with ECCC b. Development of BMP Scenario(s) c. Identification of data needs | Date to be determined |
| 3. Systematic Review of the literature | Week 10 |
| 4. Summary of Discussion on Systematic Review including proposed revision and confirmation of approach to analysis | March 31, 2020 |
| 5. Cost – Benefit Analysis: Preliminary Report | Delivered between Sept 01 and Oct 01 , 2020 |
| 6. Final Report (first draft) | March 01, 2021 |
| 7. Completed Final Report and PowerPoint presentation | Delivered by March 31, 2021 |

a. GENERAL INSTRUCTIONS:

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

8. Departmental Support

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



1. The Amended 2012 Great Lakes Water Quality Agreement, Annex 4 Nutrients
2. Key Reference Documents – a synopsis of scientific and technical studies and policy analyses completed, underway, or proposed that can be drawn upon in conducting The Project.
 - a) 2013 Great Lakes Nutrient Initiative: Agricultural Phosphorus Management Beneficial Management Practice Review (Environment Canada/The Thomsen Corporation)
 - b) 2014 Examining Barriers to Agricultural Phosphorus Management in the Lake Erie Basin: Legislation, Policies, Programs and Trends (Environment Canada/the Thomsen Corporation)
 - c) 2016 Evaluation of Policy Options to Achieve Nutrient Reductions from Canadian Sources to Lake Erie
 - d) 2017 Social Factors Influencing the Adoption of On-farm Environmental Practices in the Lake Erie Watershed, Ontario, Canada
 - e) 2017 Assessing Economic Instruments for Achieving Lake Erie Phosphorus Targets
 - f) 2018 Understanding Policy and Program Factors to Increase Best Management Practices Adoption in Agriculture in the Lake Erie Basin
 - g) 2019 The Secondary Impacts of Algal Blooms to the Lake Erie basin Economy



ANNEX B

BASIS OF PAYMENT

The Contractor will be paid as follows:

| Deliverable/Task | % of Professional Fees |
|---|------------------------|
| 1. Minutes from Start-up meeting | |
| 2. Scenario Development <ul style="list-style-type: none"> a. Attendance at Scenario(s) Development meetings with ECCC b. Development of BMP Scenario(s) c. Identification of data needs | |
| 3. Systematic Review of the literature | |
| 4. Summary of Discussion on Systematic Review including proposed revision and confirmation of approach to analysis | 40 |
| 5. Cost – Benefit Analysis: Preliminary Report | |
| 6. Final Report (first draft) | |
| 7. Completed Final Report and PowerPoint presentation | 60 |

Total Proposal Price \$ _____

Applicable Taxes \$ _____

Total Price (Including Applicable Taxes) \$ _____