



REQUEST FOR PROPOSAL NUMBER:	NRCan- 5000013124
TITLE:	Online Exam System Development and Exam Proctoring Services for Natural Resources Canada's EnerGuide Rating System and Related Initiatives
DATE OF SOLICITATION:	December 19 th , 2013 (Eastern Standard EST)
SOLICITATION CLOSING DATE AND TIME:	January 31, 2014 (Eastern Standard EST)
ADDRESS INQUIRIES TO CONTRACTING AUTHORITY:	Joan Anthony Natural Resources Canada Procurement Specialist Fax: (613) 996-1024 janthony@nrcan.gc.ca
SECURITY:	There is a security requirement associated with this solicitation.
SEND PROPOSAL TO:	Natural Resources Canada Bid Receiving Unit, Mailroom 588 Booth street, Room 108 Ottawa, Ontario K1A 0Y7 Attention: Joan Anthony
VENDOR/FIRM NAME AND FULL POSTAL ADDRESS (PLEASE PRINT):	
CONTACT/TELEPHONE/FAX/EMAIL ADDRESS:	
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ON BEHALF OF BIDDER (PLEASE PRINT):	
PROPOSAL TO: NATURAL RESOURCES CANADA We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto and on any attached sheets at the price(s) set out therefore. Signature of Person Authorized to Sign on behalf of Vendor/Firm: Date _____	



REQUEST FOR PROPOSAL (RFP)

FOR

Online Candidate Management System Development and Exam Proctoring Services for Natural Resources Canada's EnerGuide Rating System and Related Initiatives

FOR

NATURAL RESOURCES CANADA (NRCAN)

A "Request for Proposal" (RFP) is the solicitation document used to seek proposals or bids from suppliers. The term "Bidder", also called the "Offeror", refers to the potential supplier submitting a proposal or a bid. **The Bidder submitting a proposal may, however, consist of several firms putting one proposal together as a joint venture. In the case of a joint venture, the combined experience of the firms forming the joint venture will be considered for the purposes of determining the Bidders' compliance to the Mandatory and Rated Requirements.**

Wherever the words "Proposal" or 'Bid' appear in this document", each shall be taken to mean the same as the other.

The MANDATORY REQUIREMENTS of this RFP are identified specifically with the words "MANDATORY", "MUST", "ESSENTIAL", "SHALL", "WILL", "IT IS REQUIRED", AND "REQUIRED". IF a MANDATORY REQUIREMENT is not complied with, the proposal will be considered NON-RESPONSIVE and will not receive any further consideration. In the context of this RFP, Non-Responsive, Non-Compliant and Non-Valid shall each be taken to mean the same as the other.

NOTICE TO BIDDERS: The following documents are enclosed and form part of this bid package:

RFP # 5000013124, including all Parts, Appendices and Annexes as listed in the Table of Contents below.

The Bidder acknowledges that all of the aforementioned documents were received in its bid package. It is the responsibility of the Bidder to verify the inclusion of all documents, and to obtain copies of any missing items by contacting the Contracting Authority (CA) as identified on Page 1 of this RFP. Failure to obtain any missing document(s) shall not relieve the Bidder from compliance with any obligation imposed by the RFP, nor excuse the Bidder from the guidelines set out therein.



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PART 1: GENERAL INFORMATION

1. INTRODUCTION

The bid solicitation is divided into four (4) parts plus Annexes as follows:

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

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

Part 3 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;

Part 4 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Financial Proposal, Technical Evaluation Criteria, Certifications and any other annexes.

2. SUMMARY

The purpose of this RFP is to retain a third-party organization that will be responsible for developing and maintaining an online candidate management system and providing exam proctoring services as detailed below.

The Contractor will be required to provide the following:

- **An online Candidate Management System (CMS) customized to meet NRCan's exam requirements.** The costs associated with the development and management of the CMS as described in this Statement of Work will be borne by NRCan and are to be detailed in Annex C – Financial Proposal. The CMS must include the following three components:
 1. Registration interface. A web site where the candidate views available dates for each exam and locations of exam centres, and registers.
 2. Exam interface. The candidate logs on to the exam centre computer (complete with Lock Down Browser capabilities) and takes the exam.
 3. Administrative interface. This interface, complete with user and permissions controls, allows for:
 - The Proctor to document that the candidate has proper photo ID before taking the test;
 - Tracking of exam type, questions, results and marks for each candidate;
 - NRCan to view and receive the results.
- **Exam Proctoring and related services to NRCan for its EnerGuide Rating System and related initiatives.** Any costs that the Contractor incurs associated with the exam candidates' use of equipment and facilities to take exams, pre-exam assessment services, as well as the services of exam proctors or other staff during the exams, will not be borne by NRCan. Should the Contractor choose to charge the candidate for those services, the Contractor shall advise the candidates that NRCan is not responsible or accountable for any financial transactions. The Contractor shall be solely responsible and accountable for administering any financial transactions, including credit card payments, it deems necessary. In doing so, the Contractor shall abide by all applicable privacy laws and the Payment Card Industry Data Security Standard (PCI DSS). As NRCan is concerned with



potential high costs for the candidates to take the exams, the contractor must indicate the maximum cost they would charge candidates for a one hour exam and a three hour exam. This is to be provided in rated criteria R6 of Annex B – Technical Evaluation Criteria.

- 2.1 The period of the contract shall be from Contract award until March 31, 2016 with the option to extend the period of the contract for up to three (3) additional twelve (12) month periods.
- 2.2 There is a security requirement associated with this project. The successful bidder must:
 - (a) acquire a valid organization security clearance;
 - (b) ensure that all the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites have reliability status security clearance (at a minimum). The Bidder must provide the full name and date of birth of all these individuals in the bid;
 - (c) include document and IT safeguarding procedures.
For detailed information on the security requirements, consult Part 2 – Bidder Instructions, and Part 4 - Resulting Contract Clauses.
- 2.3 This requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO- AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT), the Canada - Chile Free Trade Agreement (CCFTA), Canada - Colombia Free Trade Agreement and the Canada-Peru Free Trade Agreement (CPFTA).



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 *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.

Standard Instructions - Goods or Services - Competitive Requirements 2003 (2012-07-11) are incorporated by reference into and form part of the bid solicitation with the modifications to the text below. If there is a conflict between the provisions of 2003 and this document, this document prevails.

- **In the complete text content (except Section 3):** *delete* “Public Works and Government Services Canada” and *insert* “Natural Resources Canada”. *Delete* “PWGSC” and *insert* “NRCan”.
- **Under Subsection 4 and 5 of Section 1 - Code of Conduct and Certifications:** *delete* in its entirety
- **In section 2:** *delete* “Canadian suppliers are required to” and insert “It is suggested that Canadian suppliers”
- **Under subsection 4 of Section 5 – Submission of Bids:** *delete* “sixty (60) days” and *insert* “ninety (90) days”
- **Under Subsection 1 of Section 8 - Transmission by Facsimile:** *delete* “819-997-9776” and *insert* “613-995-2920”
- **Under Subsection 2 of Section 20:** not applicable.

2. SUBMISSION OF BIDS/ BID RECEIVING UNIT ADDRESS

It is the Bidder’s responsibility to ensure that proposals are delivered to the following location, by the time and date indicated on page 1 of this RFP document:

Natural Resources Canada
Bid Receiving Unit - Mailroom
588 Booth Street, Room 108
Ottawa, Ontario K1A 0Y7
Attention: Joan Anthony

It is requested that the Bidder’s name, return address, Request for Proposal Number, and Bid Closing Date appear legibly on the outside of the envelope containing the Bidder’s proposal. Failure to do so may result in bids being misdirected. **NRCan will not assume responsibility for proposals directed to any other location.**

The onus is on the Bidder to ensure that the proposal is delivered to the location above. Not complying with the above instructions may result in NRCan’s inability to ascertain reception date and/or to consider the bid prior to contract award. Therefore, NRCan reserves the right to reject any proposal not complying with these instructions.

- 2.1 Due to the nature of the bid solicitation, bids transmitted by facsimile or electronic mail to NRCan will not be accepted.



3. ENQUIRIES - BID SOLICITATION

All enquiries must be submitted in writing to the Contracting Authority no later than fifteen (15) 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

To comply with the [Code of Conduct for Procurement](#), bidders are obliged to alert the contracting authority to any factual errors that they discover in bid solicitations.

4. SECURITY REQUIREMENT

- 4.1 The contractor will be handling the exam questions & answers as well as collecting and storing the results of the exams in a Candidate Management System. This Candidate Management System and its associated data must be stored in a Canadian facility and meet the ITSG-33 Protected A requirements as specified in ITSG-33 (*guidelines for IT Security Risk Management*) see <http://www.cse-cst.gc.ca/its-sti/publications/itsg-csti/>. The contractor must also show that they meet NRCan's *IT Security Requirements for the Processing, Storage and Transmittal of Protected A Information*, as detailed in Annex F of this RFP. The exam centres must also meet these IT Security Requirements.
- 4.2 The Contractor shall be solely responsible and accountable for administering any financial transactions, including credit card payments, that it deems necessary. The Contractor shall abide by all applicable privacy laws and the Payment Card Industry Data Security Standard (PCI DSS). The Contractor shall advise applicants that "NRCan is not responsible or accountable for financial transactions."
- 4.3 **SECURITY REQUIREMENTS FOR CANADIAN SUPPLIERS:**
 1. The Contractor/Offeror must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED A, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.
 2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
 3. The Contractor **MUST NOT** utilize its **Information Technology** systems to electronically process, produce or store **PROTECTED** information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED A.
 4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
 5. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List; and
 - (b) Industrial Security Manual (Latest Edition) .



6. The Contractor will be required to comply with Communications Security Establishment Canada's (CSEC) security controls and safeguards for Protected A information as specified in ITSG-33 (*guidelines for IT Security Risk Management*) <http://www.cse-cst.gc.ca/its-sti/publications/itsg-csti/index-eng.html>, and must meet the requirements of the *Industrial Security Manual* produced by the Canadian Industrial Security Directorate (CISD) of PWGSC as found here: <http://ssi-iss.tpsgc-pwgsc.gc.ca/msi-ism/msi-ism-eng.html>.
7. The successful bidder must acquire Designated Organizational Screening (DOS) clearance to Protected A level, Personnel security checks to Reliability status, Document Safeguarding Clearance (DSC) to Protected A level and IT Media safeguards to Protected level. NRCAN wants this project to begin as soon as possible; consequently NRCAN is available to act as a sponsor for the bidders to begin this clearance process immediately or any time during the bidding process. The process involves the bidder reviewing Annex H - Request for a Private Sector Organization Screening (PSOS) and providing the NRCAN Project Authority with the required information to complete the application in Annex H. NRCAN will submit the request to CISD on the bidder's behalf. Bidders should consult the "Security Requirements for PWGSC bid Solicitations – Instructions for Bidders (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>)" document on the Departmental Standard Procurement Documents Web site. An assessment of the successful bidder's IT Media safeguards to the Protected A level will be undertaken once the contract is awarded.

4.4 SECURITY REQUIREMENTS FOR NON- CANADIAN SUPPLIERS:

1. The Contractor, if an American company, will be required to comply with the security controls and safeguards for Protected A information as detailed in Annex G entitled **SECURITY REQUIREMENT FOR THE UNITED STATES OF AMERICA SUPPLIER**.
2. Other international companies will be required to comply with security controls and safeguards of Canadian Protected A information as well. Contact the Procurement officer to request the specific requirements for your country.

5. BIDDER FINANCIAL CAPABILITY

The Bidder may be required to provide, prior to contract award, specific information with respect to their legal and financial status, and their technical and financial capability to satisfy the requirements as stipulated in this RFP. If requested, financial information to be provided shall include, but not be limited to, the Bidder's most recent audited financial statements or financial statements certified by the Bidder's chief financial officer. Information requested by NRCAN is to be provided by the Bidder as stipulated in the request by the Contracting Authority.

Should the Bidder provide the requested information to Canada in confidence, while indicating that the disclosed information is confidential, Canada will then treat the information in a confidential manner as provided in the Access to Information Act.

In the event that a proposal is found to be non-responsive on the basis that the Bidder is considered not to be financially capable of performing the subject requirements, official notification shall be provided to the Bidder by NRCAN.

6. 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.

7. DISCLOSURE OF INFORMATION

Any information, data and/or Intellectual Property which is provided in a proposal and is demonstrably proprietary to a Bidder, shall be so identified specifically (by paragraph, table, figure) in the proposal, and Natural Resources Canada will endeavor to protect such proprietary information, data and/or Intellectual Property in accordance with the laws of Canada and its normal policies, regulations and procedures. Any financial data and information provided by Bidders for the purpose of this RFP will be treated as "Commercially Confidential" and kept in confidence by Natural Resources Canada unless expressly stated otherwise in this RFP. Such information will not be disclosed, in whole or in part, except on a need-to-know basis for the specific purpose of proposal evaluation and for the activities related to the process of contract award, as applicable. Unless it is required to do so by law, NRCAN will not divulge such data and/or information to any third party.

8. CONFLICT OF INTEREST

If NRCAN determines the successful Bidder to be in a possible conflict of interest situation, the Bidder will be required, prior to entering into a contractual relationship with NRCAN, to disclose any and all holdings and activities that could possibly be in a conflict, real or perceivable, with the mandate and objectives of NRCAN. In the event that NRCAN decides that action is necessary in order to remove such a conflict, the successful Bidder will be required to take such action (which may include divestiture of certain assets or ceasing to perform certain activities) prior to entering into a contractual relationship with NRCAN.

The successful bidder and their sub-contractors will be required to sign a statement that reads *"In accepting this contract, I the contractor, and my team of sub-contractors, agree to not perform the following NRCAN Housing related services/roles (energy advisor, energy rater, service organization owner or employee, service organization manager, quality assurance specialist, quality assurance auditor, builder or trainer/instructor for any of NRCAN's energy efficiency housing initiatives, such as the EnerGuide Rating System, ENERGY STAR for New Homes, R-2000) or be involved in any other related activities that could be considered or perceived as a conflict of interest for the duration of the contract, plus two years thereafter."* If the contractor or one of its sub-contractors takes on any of the aforementioned services/roles during the period of the contract, the contract will be terminated, and compensation costs may be initiated.

9. BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY

Natural Resources Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds: where the main purpose of the Crown Procurement Contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.

The bidder must provide a method to transfer the CMS information to NRCAN at the termination of this contract.

NRCAN reserves the right to grant, upon written request, a license to exercise the required Intellectual Property Rights in such Canada-owned information to the successful Contractor.

For reference, the Treasury Board Site is: <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=13697>



10. BID PREPARATION INSTRUCTIONS

Natural Resources Canada encourages the use of recycled paper and two-sided printing. Reduction in the size of documents will contribute to Natural Resources Canada's sustainable development initiatives and reduce waste.

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

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

In support of the Policy on Green Procurement, it is requested that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid - (four (4) hard copies)

Section II: Financial Bid - 1 hard copy, under separate cover. Prices related to the current solicitation must appear in the financial bid only and are not to be indicated in any other section of the bid; prices referenced in the financial bid should not to be repeated in any other section of the bid.

Section III: Certifications (1 hard copies)

No payment shall be made for costs incurred by the Bidder in the preparation and submission of a proposal in response to this RFP.

All fees, associated with the transfer of data or of all documents as may be required by NRCan as part of the solicitation process, are the responsibility of the Bidder. No costs incurred by the Bidder before receipt of a signed contract or specified written authorization from the Contracting Authority can be charged to any resulting contract.

10.1 Section I: Technical Bid

Bidders must submit their Technical bid in accordance with Annex "B"- Technical Evaluation Criteria. In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders must demonstrate their capability in a thorough, concise and clear manner for successfully carrying out the work as described in the Annex "A" – Statement of Work".

Bidders must respond to government bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the bid or contract documents, and submit bids and enter into contracts only if they will fulfill all obligations of the contract.

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



It is the responsibility of the Bidder to obtain clarification of the requirements contained in the RFP, if necessary, prior to submitting a proposal. The Bidder must provide sufficient details in its proposal to substantiate compliance with what is required; all professional experience must be fully documented and substantiated in the proposal(s).

In the event of a proposal submitted through contractual joint venture, the proposal shall either be signed by all members of the joint venture or a statement shall be provided to the effect that the signatory represents all parties of the joint venture. (All members of the joint venture shall be jointly and severally or solidarily liable for the performance of any resulting contract awarded as a result of a joint venture.)

10.2 Page 1 of the RFP Document

It is mandatory that all bidders sign their submitted proposal. It is requested that all bidders complete, sign and date Page 1 of this RFP (including the name of the submitting organization, the name of the authorized signing person, appropriate addresses, telephone and facsimile numbers and business contact) prior to submitting their proposal. As the signature indicates a clear acceptance of the terms and conditions set out in the RFP, it is the Bidder's responsibility to ensure that the signatory has the authority within its organization to commit the Bidder by making such a contractual offer.

As per article 1 of Part 2, the Bidder hereby agrees, by submitting his/her proposal in response to this RFP, to all the instructions, terms, conditions and clauses detailed herein.

10.3 Section II: Financial Bid

Bidders must submit their financial bid in accordance with Annex "C"- Financial Proposal. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

All bids are evaluated in Canadian currency. Therefore, for evaluation purposes, the noon rate quoted by the Bank of Canada as being in effect on date of bid closing will be applied as the initial conversion factor for the specified currency.

Canada will pay the exchange rate adjustment amount in Canadian currency using the prevailing noon rate on the date of payment by Canada.

10.4 Section III: Certifications

Bidders must submit the certifications as per Annex "D".



PART 3 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. EVALUATION PROCEDURES

- (a) Bids will be evaluated in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria and in conjunction with Annex "A" - Statement of Work;
- (b) If the Bidder is deemed non-responsive as a result of evaluation, the bid will be set aside and not considered for contract award.
- (c) The proposed successful bidder will be determined in accordance with the contractor selection method stated in this Part.
- (d) All proposals shall be treated as CONFIDENTIAL and will be made available only to those individuals authorized to participate in the evaluation process. All bidders will be subject to the terms of the *Access to Information Act* and to other applicable law or orders of courts or other tribunals having jurisdiction.
- (e) An evaluation team will evaluate the proposals on behalf of NRCAN. While the evaluation team will normally be comprised of representatives of NRCAN, it *may* also include representatives from other Government Departments and Agencies or third party participants as selected by NRCAN.

2. RIGHTS OF NRCAN

NRCAN reserves the right to:

- seek clarification or obtain verification of statements made in a proposal;
- reject any or all proposals received in response to the bid solicitation;
- enter into negotiations with bidders on any or all aspects of their proposal;
- accept any proposal in whole or in part without prior negotiation;
- cancel the bid solicitation at any time;
- reissue the bid solicitation;
- verify any or all information provided by the Bidder with respect to the solicitation including references;
- retain all proposals submitted in response to the solicitation;
- declare a proposal non-responsive if NRCAN determines during the evaluation phase that the Bidder does not have the legal status, the facilities or the technical, financial and/or managerial capabilities to fulfill the requirements stated herein;
- discontinue the evaluation of any proposal which is determined, at any stage of the evaluation process, to be non-responsive.

3. BASIS OF SELECTION

Only those bids that are deemed to be responsive (compliant) will be evaluated under the basis of selection:

Highest Combined Rating of Technical Merit and Price

The responsive (compliant) Bidder with the highest combined rating of technical merit (**70%**) and price (**30%**) will be recommended for award of a contract. See the following example table below.



Example of 70% Technical Merit and 30% Price Determination			
	Bidder 1	Bidder 2	Bidder 3
Technical Points Achieved by Bidder	88	82	76
Total Price Quoted by Bidder	\$85,000	\$80,000	\$75,000
CALCULATIONS			
	Technical Points Achieved	Rated Price Points Achieved	Total Points Achieved
Bidder 1	$\frac{88 \times 70}{88} = 70.00$	$\frac{75 \times 30}{85} = 36.47$	96.47
Bidder 2	$\frac{82 \times 70}{88} = 65.23$	$\frac{75 \times 30}{80} = 28.13$	93.36
Bidder 3	$\frac{76 \times 70}{88} = 60.46$	$\frac{75 \times 30}{75} = 30.0$	90.46
* Represents the highest technical score			
** Represents the lowest priced proposal			

Assumption: Three responsive (compliant) bids have been received. The maximum technical score that can be obtained is 100 points. The highest technical score and lowest bid price receive full rated percentage and other proposals are pro-rated accordingly.

The winner is the Bidder scoring the highest Total Points as a result of applying the Best Value Calculations to the technical bid and the bid price respectively. Based on the above calculations, a contract would be awarded to Bidder 1.

4. SOLE BID – PRICE SUPPORT

In the event that the Bidder's proposal is the sole bid received and is deemed responsive, NRCan may request one or more of the following as acceptable price support:

- Current published price list indicating the percentage discount available to the federal government; and/or
- Paid invoices for like services sold to other customers; and/or
- A price certification statement; and/or
- Any other supporting documentation as requested.

5. CONTRACT AWARD NOTICE/ BIDDER PROPOSAL EVALUATION DEBRIEFING

A Contract Award Notice (CAN) will be prepared and published on the Government Electronic Tendering Service (GETS) hosted by Public Works and Government Services Canada's website <https://buyandsell.gc.ca/> within seventy-two (72) days after award of any contract. Bidders may request and receive a de-briefing provided that a written request is received by e-mail at janthony@nrcan.gc.ca no later than thirty (30) calendar days from the published date of the CAN.



Bidders are requested to direct any additional questions they may have respecting this competitive bid process to the Contracting Authority detailed herein.

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. Bidders have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca. Bidders can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.



PART 4 - RESULTING CONTRACT CLAUSES

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

1. STATEMENT OF WORK

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and the Contractor's technical bid entitled _____, dated _____. *(To be completed at contract award)*

2. PRIORITY OF DOCUMENTS

If there is a discrepancy between the wording of any document that appears 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) General Conditions - Higher Complexity – Services 2035 (2013-06-27);
- (c) Intellectual Property
- (d) The supplemental general conditions identified herein;
- (e) Statement of Work;
- (f) Basis of Payment; (to be included at contract award)
- (g) Security Requirements Check List
- (h) The Contractor's bid dated _____ *(insert date of bid)*

3. TERM OF CONTRACT

3.1 Period of the Contract

The period of the Contract is from date of Contract award to March 31, 2016 inclusive.

3.2 Option to Extend the Contract

The Contractor grants to NRCan the irrevocable option to extend the period of the contract for up to three (3) additional twelve (12) month periods, under the same terms and conditions and at the prices and/or rates stated in the contract.

The option may only be exercised by the Contracting Authority, at the request of the Project Authority, and will be evidenced, for administrative purposes only, through a contract amendment. NRCan may exercise the option, or any extension thereof, at any time by written notice to the Contractor at least 30 calendar days prior to the contract expiry date.

4. STANDARD CLAUSES AND CONDITIONS

Notwithstanding that they have not been expressly articulated, all clauses and conditions identified in the Contract by number, date and title are applicable and are set out in the *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.



4.1 General Conditions

General Conditions - Higher Complexity – Services 2035 (2013-06-27) apply to and form part of the Contract with the modifications to the text below. If there is a conflict between the provisions of **2035** and this document, this document prevails.

- As applicable, replace references to Public Works and Government Services Canada (PWGSC) with Natural Resources Canada (NRCan).
- **Under Subsection 4, 7 and 8 of Section 31 - Code of Conduct and Certifications - Contract: *delete*** in its entirety

4.2 Insurance

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

4.3 Intellectual Property

Natural Resources Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds: where the main purpose of the Crown Procurement Contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination

NRCan reserves the right to grant, upon written request, a license to exercise the required Intellectual Property Rights in such Canada-owned information to the successful Contractor.

For reference, the Treasury Board Site is: <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=13697>

4.4 Supplemental General Conditions

The following clauses apply to this contract:

4.4.1 Dispute Resolution

Mediation

If a dispute arising from this contract cannot be settled amicably through negotiation, then the parties agree in good faith to submit the dispute to mediation as administered by the Arbitration and Mediation Institute of Canada Inc. (AMIC). The parties acknowledge receipt of the rules of AMIC. The cost of mediation shall be borne equally by the parties.

Arbitration

If the parties cannot resolve the dispute through mediation within sixty (60) days, the parties agree to submit the dispute to arbitration pursuant to the Commercial Arbitration Act (Canada). The party requesting such arbitration shall do so by written notice to the other party/parties. The cost of the arbitration and fees of the arbitrator shall be borne equally by the parties. The arbitration shall take place in the city where the contractor carries on business before a single arbitrator to be chosen jointly by the parties. If the parties cannot agree on the choice of arbitrator within thirty (30) days of written notice to submit the dispute to arbitration, each party will choose a representative who will select the arbitrator.



The parties may determine the procedure to be followed by the arbitrator in conducting the proceedings, or may ask the arbitrator to do so. The arbitrator shall issue a written award within thirty (30) days of hearing the parties. The award may be entered in any court having jurisdiction and enforced as a judgment of that court.

Meaning of "Dispute"

The parties agree that the word "dispute" in this clause refers to a dispute of fact or of law, other than a dispute of public law.

Organizations are encouraged to select from one of the following two options:

Option 1: The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act will, on request or consent of the parties to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

Option 2: Each party hereby:

- a) consents to fully participate in and bear the cost of any dispute resolution process proposed by the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act to resolve a dispute between the parties respecting the interpretation or application of a term or condition this contract; and
- b) agrees that this provision shall, for purposes of section 23 of the Procurement Ombudsman Regulations, constitute such party's agreement to participate in and bear the cost of such process.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

4.4.2 Withholding Tax of 15 Percent

The Contractor agrees that, pursuant to the provisions of the Income Tax Act, Canada is empowered to withhold an amount of 15% of the price to be paid to the Contractor, if the Contractor is a non-resident Contractor as defined in said Act. This amount will be held on account with respect to any liability for taxes which may be owed to Canada.

4.4.3 Foreign Nationals (Canadian Contractor) *(To be completed at contract award)*

SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

OR

4.3.3 Foreign Nationals (Foreign Contractor) *(To be completed at contract award)*

SACC Manual clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)



4.4.4 Values and Ethics Code

In carrying out the Work under the terms and conditions of this Contract, the Contractor shall adhere to the provisions and practices of the Values and Ethics Code for the Public service (2003), namely, but not restricted to, the provisions pertaining to Respect for Diversity, Human Dignity and People Values. The following link provides the policy reference. http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/tb_851/vec-cve-eng.asp

4.4.5 Closure of Government Offices

Contractor employees are personnel of the Contractor and are paid by the Contractor on the basis of services rendered. Where Contractor's employees are providing services on government premises pursuant to this contract and the said premises become non-accessible due to evacuation or closure of government offices and consequently no work is being performed as a result of the closure, Canada will not be liable for payment to the Contractor for the period of the closure.

5. SECURITY REQUIREMENT

- 5.1 The contractor will be handling the exam questions & answers as well as collecting and storing the results of the exams in a Candidate Management System. This Candidate Management System and its associated data must be stored in a Canadian facility and meet the ITSG-33 Protected A requirements as specified in ITSG-33 (*guidelines for IT Security Risk Management*) see <http://www.cse-cst.gc.ca/its-sti/publications/itsg-csti/index-eng.html>. The contractor must also show that they meet NRCan's *IT Security Requirements for the Processing, Storage and Transmittal of Protected A Information*, as detailed in Annex F of this RFP. The Proctoring centres must also meet these IT Security Requirements.
- 5.2 The Contractor shall be solely responsible and accountable for administering any financial transactions, including credit card payments, that it deems necessary. The Contractor shall abide by all applicable privacy laws and the Payment Card Industry Data Security Standard (PCI DSS). The Contractor shall advise applicants that "NRCan is not responsible or accountable for financial transactions."
- 5.3 **SECURITY REQUIREMENTS FOR CANADIAN SUPPLIERS:**
 1. The Contractor/Offeror must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED A, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.
 2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
 3. The Contractor **MUST NOT** utilize its **Information Technology** systems to electronically process, produce or store **PROTECTED** information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED A.
 4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
 5. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List; and



(b) Industrial Security Manual (Latest Edition) .

6. The Contractor will be required to comply with Communications Security Establishment Canada’s (CSEC) security controls and safeguards for Protected A information as specified in ITSG-33 (*guidelines for IT Security Risk Management*) see <http://www.cse-cst.gc.ca/its-sti/publications/itsg-csti/>, and must meet the requirements of the *Industrial Security Manual* produced by the Canadian Industrial Security Directorate (CISD) of PWGSC as found here: <http://ssi-iss.tpsgc-pwgsc.gc.ca/msi-ism/msi-ism-eng.html>.
7. The successful bidder must acquire Designated Organizational Screening (DOS) clearance to Protected A level, Personnel security checks to Reliability status, Document Safeguarding Clearance (DSC) to Protected A level and IT Media safeguards to Protected level. NRCan wants this project to begin as soon as possible; consequently NRCan is available to act as a sponsor for the bidders to begin this clearance process immediately or any time during the bidding process. The process involves the bidder reviewing Annex H - Request for a Private Sector Organization Screening (PSOS) and providing the NRCan Project Authority with the required information to complete the application in Annex H. NRCan will submit the request to CISD on the bidder’s behalf. Bidders should consult the “Security Requirements for PWGSC bid Solicitations – Instructions for Bidders (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents Web site. An assessment of the successful bidder’s IT Media safeguards to the Protected A level will be undertaken once the contract is awarded

5.4 SECURITY REQUIREMENTS FOR NON- CANADIAN SUPPLIERS:

1. The Contractor, if an American company, will be required to comply with the security controls and safeguards for Protected A information as detailed in Annex G entitled **SECURITY REQUIREMENT FOR THE UNITED STATES OF AMERICA SUPPLIER**.
2. Other international companies will be required to comply with security controls and safeguards of Canadian Protected A information as well. Contact the Procurement officer to request the specific requirements for your country.

6. AUTHORITIES

6.1 Contracting Authority (*To be completed at contract award*)

The Contracting Authority for the Contract is:

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

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



6.2 Project Authority *(To be completed at contract award)*

The Project Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____-____-_____

Facsimile: ____-____-_____

E-mail address: _____

The Project Authority 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 Project Authority; however, the Project 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.

7. PAYMENT

7.1 Basis of Payment

Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm milestone payments as specified in Annex C of the contract for a cost of \$ _____ *(To be completed at contract award)*, Goods and Services Tax or Harmonized Sales Tax (GST/HST) is extra, if applicable.

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 Method of Payment

Payments by Canada will be made against invoices submitted monthly for charges incurred in accordance with the Basis of Payment and certification by the Project Authority that work performance was satisfactory and acceptable.

Payment by Canada, to the contractor, for the work shall be made within thirty (30) days following the delivery and acceptance of all deliverables specified in the contract or the date of receipt of a duly completed invoice, whichever date is the later.

Payment by Canada for the Work will be made following delivery, inspection and acceptance of the Work, and upon presentation of invoices and any other substantiating documentation as Canada requires.



8. INVOICING INSTRUCTIONS

Invoices shall be submitted using **one of the following methods:**

E-mail:

Invoicing@NRCan.gc.ca

Note:

Attach "PDF" file. No other formats will be accepted

OR Fax:

Local NCR region: **613-947-0987**

Toll-free: **1-877-947-0987**

Note:

Use highest quality settings available.

Please do not submit invoices using more than one method as this will not expedite payment.

Invoices and all documents relating to a contract must be submitted on the Contractor's own form and shall bear the following reference numbers:

Contract number: **3000xxxxx**

9. CERTIFICATIONS

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

10. APPLICABLE LAWS

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. *(Insert the name of the province or territory as specified by the bidder in its bid, if applicable.)*

11. CONTRACT ADMINISTRATION

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act will review a complaint filed by [the supplier or the contractor or the name of the entity awarded this contract] respecting administration of this contract if the requirements of Subsection 22.2(1) of the Department of Public Works and Government Services Act and Sections 15 and 16 of the Procurement Ombudsman Regulations have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.



ANNEX A - STATEMENT OF WORK

1. TITLE

For the development and maintenance of an online candidate management system and provision of exam proctoring services for Natural Resources Canada's EnerGuide Rating System and related Initiatives.

2. BACKGROUND

Natural Resources Canada's (NRCan's) Office of Energy Efficiency (OEE) administers several voluntary, residential energy efficiency initiatives including the EnerGuide Rating System (ERS), ENERGY STAR for New Homes (ESNH) and R-2000. The primary objective of these initiatives is to improve the energy efficiency of new and existing low-rise housing in Canada. While the details and procedures may vary, each initiative uses the EnerGuide Rating System (ERS) to measure the level of energy efficiency of a home.

NRCan works with a network of service organizations to deliver the initiatives listed above. These service organizations retain energy advisors and energy raters, either as employees or consultants, to undertake the energy evaluations. The service organizations also employ managers and quality assurance specialists to manage and review the delivery.

In order to maintain the integrity of the initiatives, these front line service providers (energy advisors, energy raters, service organization managers, quality assurance specialists, and builders for the ESNH and R-2000 initiatives) must take and pass exams in order to undertake their role. They are referred to as exam candidates or candidates in this document.

NRCan is finalizing a new training model whereby NRCan develops, maintains and distributes the standards, procedures and exams for the initiatives, while a third-party administers the exams.

In this new training model, the exam candidates will receive NRCan-developed procedure manuals, and can choose to prepare for NRCan's exams by studying the relevant procedure documents or completing training that is developed and delivered by the service organization, other industry professionals or training/educational centres.

To protect the integrity of NRCan exams and the exam-writing process, exam candidates will be required to take the exams via a secure online exam system at various exam centres across Canada that will be proctored by a third-party, NRCan-approved, proctoring organization.

3. SCOPE

The purpose of this RFP is to retain a third-party organization that will be responsible for developing and maintaining an online candidate management system and providing exam proctoring services as detailed below.

3.1 Online Candidate Management System

The Contractor will be required to develop and manage an online Candidate Management System (CMS) customized to meet NRCan's exam requirements. All aspects of the candidate management system interface and features, such as menu bars, exam system instructions, help files, technical support information, must be available in both English and French.

In general, the CMS must include the following three components:

1. Registration interface. A web site where the candidate views available dates and locations of exam centres for each exam and registers.



2. Exam interface. The candidate logs on to the exam centre computer (complete with Lock Down Browser capabilities) and takes the exam.
3. Administrative interface. This interface, complete with user and permissions controls, allows for:
 - a) The proctor to document that the candidate has proper photo ID before taking the test;
 - b) Tracking of exam type, questions, results and marks for each candidate;
 - c) NRCAN to view and receive the results.

3.1.1. Candidate Management System – Exam Registration Interface:

The Contractor will be required to develop and implement a framework for exam registration and related services. This exam registration interface must:

1. be in both English and French, with a toggle button for the user to switch between them;
2. allow candidates to view the dates, times, costs (if applicable) for various exams in various cities, and to register for them;
3. clearly identify pre-requisites, and indicate if candidates are missing pre-requisites when attempting to sign up for a course beyond their level of advancement (process map to be provided by NRCAN);
4. advise exam candidates to use the most recent versions of their preferred web browser from their personal computer, which will give them the maximum possible protection and compatibility with the Contractor's web servers;
5. indicate exam preparation requirements and exam day reporting instructions;
6. provide confirmation to the candidate by email of exam registration;
7. assign and provide the exam candidates with a username and password to access the exam at one of the NRCAN-authorized exam centres. The exam system must also be capable of automatically informing the relevant exam centre by email each time an exam candidate has registered for an exam;
8. be capable of allowing exam candidates to cancel or reschedule exam appointments without forfeiting the fee if the cancellation notice is received within a specified timeframe. The number of days to be confirmed in consultation with NRCAN and the Contractor;
9. instruct an exam candidate that fails an exam that they cannot retake the exam until a specific number of days have passed (to be determined). Therefore, the exam system must be capable of preventing exam candidates from registering to retake the exam within the assigned waiting period (e.g. 30 or 60 days). If the exam candidate attempts to do so, the system must inform the candidate of the number of days remaining until the exam can be re-written;
10. keep track of the number of exam attempts by all exam candidates;
11. be available for candidates to register 7 days/week and 24 hours/day. Should an outage of the system occur, the Contractor must be able to get the system back online within 5 calendar days, or be in breach of the contract;
12. strive to offer each exam at least once a month at each of its exam locations. The bidder is strongly encouraged to offer one exam in the morning and another related exam that afternoon, to make the trip more cost effective for those traveling longer distances. Offering additional times to take the exams, such as evenings and weekends will provide more flexibility for the bidders. NRCAN is aware that exam schedules may vary depending on the location of the exam centres and the regional demand; however, the bidder is to provide a proposed schedule for exams covering a three-month period.

In addition, the contractor must:

13. ensure up-to-date information on the exam centres including exam schedules, hours of operation, location and contact information;
14. provide telephone technical support in both English and French.

3.1.2. Candidate Management System – Exam Interface:

The exam interface must:



1. meet all security requirements as outlined in Sections 3.1.4 and 5 of this contract;
2. require that each candidate provides written agreement for the candidate's name, contact information, exam results and score to be stored in the contractor's database and transferred to NRCan;
3. be capable of containing a minimum of 50 different NRCan exams simultaneously. It is anticipated that these exams will have various time limits for completion, ranging from 30 minutes to 4 hours or more. The system must be capable of containing all of the exams in both English and French;
4. be capable of storing a large bank of questions for each exam, and automatically shuffling the exam questions and answers each time an exam is administered;
5. include an introductory tutorial with sample questions so that the exam candidates can practice answering questions and reviewing answers, and become familiar with the computer software and hardware. As the exam candidates write the exam, the system must display the number of questions and the amount of time remaining to complete the exam on the exam candidate's screen;
6. contain the necessary tools and/or systems to protect the confidentiality of the exams and the integrity of the exam writing process;
7. be capable of supporting questions that include various media formats such as graphic images, diagrams, illustrations, graphs, tables, photos, audio and video;
8. be capable of addressing the needs of exam candidates with disabilities who require special accommodations to take the exam, such as large-print examinations or extended time to complete the exam. It is expected that the proctoring organization or exam centres/proctors will make the necessary accommodations and/or activate the necessary features of the exam system before these exam candidates take the exam, once they have confirmed the need for these special accommodations;
9. be capable of grading each module separately, if multiple modules are involved, in addition to providing a final score for the exam. Immediately after completion of the exam, the system must provide these results to the exam candidate on screen (minus the written responses, if applicable). Once the grades for the written responses have been entered (if applicable), the exam system must send the results by email to the exam candidate and relevant stakeholders (to be determined by NRCan), using a standardized method. The results must identify whether the exam candidates have passed or failed, and provide a printable diagnostic report that provides information on the types of questions/modules that the exam candidates did well on and on the areas where the exam candidates need to improve; and
10. be capable of supporting concurrent users from various locations across Canada and must be capable of increasing its capacity due to an increase in demand. Annex A provides information on the current network of energy advisors across Canada.

In addition, the contractor must:

11. monitor these requirements on an ongoing basis;
12. provide ongoing statistical analysis of written exams so that NRCan can use this information to improve the quality of its exams;
13. inform NRCan of technical issues with the online exam system and recommend improvements or changes to the exam system or proctoring processes and guidelines, as necessary;
14. provide immediate technical support online and/or via telephone to exam centres and proctors during the days and times that exam centres are open and exams are being administered. In addition, the Contractor must provide technical support to NRCan during regular business hours (Monday to Friday, between 8:00 am to 5:00 pm EST). These services must be provided in English and French. Technical issues related to the online exam system must be resolved in a timely manner. Should any technical issues prevent exam candidates from taking the exams at the scheduled times, the Contractor will credit or reimburse these exam candidates for the exam registration and proctoring fees that were incurred. The exam system must also include detailed instructions on the use and troubleshooting of the system by various users (NRCan administrators, exam proctoring organization, exam centres, exam proctors, and exam candidates).



3.1.3. Candidate Management System – Administrative Interface

The administrative interface must include the capability to:

1. provide varying levels of access privileges to specific components of the exam system through a secure, password-protected connection to various stakeholders within and outside of NRCan, as required and identified by NRCan (e.g. administrator, exam proctoring organization, exam centre/proctor);
2. view the list of exam stakeholders and their access privileges, and modify them as required;
3. create new exams (e.g. adding/replacing questions and answers as supplied by NRCan, and identifying correct answers and passing grades);
4. delete existing exams;
5. edit existing exams (e.g. modifying exam questions and answers as supplied by NRCan, deleting exam questions, adding exam questions, modifying passing grades);
6. produce various statistical reports on the usage patterns of the system and the exam results;
7. transfer core exam information in a timely manner (frequency to be determined) directly to an NRCan database via an XML formatted data file. The core information will likely include, but is not limited to, the following data:
 - a) The name of the exam candidate who wrote the exam
 - b) The mailing address, telephone number and email address of the exam candidate
 - c) The exam candidate's NRCan registration number, if applicable
 - d) The exam date and time (including start and end times)
 - e) The exam category/type
 - f) The score for each module within the exam, if applicable
 - g) The overall exam score
 - h) The number of exam attempts
 - i) The name of the service organization that the exam candidate works for, if applicable
8. allow NRCan to search and retrieve data, and produce various customized reports on exam trends and patterns. This could include, but is not limited to, the following:
 - a) All of the exam candidate's exam details, such as name, name of service organization, identification of exam centre and proctor, exam category/type, exam scores for each module, if applicable, as well as the overall score, pass or fail status, exam start and end times, time spent, number and percentage of questions answered, number and percentage of correct answers, as well as all of the exam questions and the evaluation of the exam candidate's responses.
 - b) A list of exam candidates who completed exams that can be customized by service organization, by exam centre and proctor, by exam category/type. The list should include information on exam scores, pass/fail status, time spent and submission date.
 - c) A report with information by service organization and/or by exam centre and proctor, identifying the number of exam candidates who completed the exams (by exam category/type) and the number of exam candidates who registered for an exam (by exam category/type) but have not yet completed the exam.
 - d) A report with information by service organization and/or by exam centre or proctor, identifying the exam candidates' average exam grades (by exam category/type) and the number of exam candidates who completed the exams.
 - e) A report that identifies (by exam category/type), the exam questions chosen by exam candidates by percentage and which also identifies the correct answer for each question.
 - f) A list of exam candidates who have failed an exam (by exam category/type) and who are in the waiting queue, indicating their status, such as the number of days left before they can retake the exam.
 - g) An item analysis on each exam to provide NRCan with statistics on the effectiveness of the exam questions. For example, the exam system should be able



to calculate the percentage of students who selected the correct response for each question (question difficulty) and correlate a student's response to each question with his/her total score on the test (question discrimination).

3.1.4. Candidate Management System – Interface Security

For all the Candidate Management System interfaces, the contractor must use Transport Layer Security (TLS) / Secure Socket Layer (SSL) that provides cryptographic protocols which ensures privacy between communicating applications and its users over the Internet. TLS/SSL must be used to create a secure environment for web browsing, emailing, or other client-server applications. For example, TLS must be used to create a secure connection between the online exam system / web servers and the exam centre's web browser. The exam candidate's financial information, online financial transactions or other personal information must be encrypted in such a way that only the candidate and the Contractor can access and use it. All of the candidate information should be protected by TLS/SSL, with an encryption key length of 168 bits, which is the highest level commercially available. TLS/SSL encryption requires the use of a digital certificate, which contains identity information about the certificate owner as well as a public key, used for encrypting communications. These certificates are installed on a server – typically a web server if the intention is to create a secure web environment, although they can also be installed on mail or other servers for encrypting other client-server communications. The secured web server must be identified by a padlock symbol at the bottom of the browser window or in the address bar, as well as by a URL that begins with "https" rather than "http." Where retention is concerned, exam candidates' personal and financial information, exams and exam scores should be stored on the Contractor's servers and heavily guarded, both physically and electronically. For extra protection, the firewall-protected servers should not be directly connected to the Internet. TLS/SSL should also be used with the Contractor's database and directory servers to encrypt server queries (i.e. if NRCan or an exam candidate wants to check a previous exam score).

3.2. Exam Proctoring and Related Services:

3.2.1 Exam Proctoring Services

The Contractor will be required to provide the following exam proctoring and related services to exam candidates in English and French on an ongoing basis, as required. The proctoring services must include but are not limited to:

1. developing and managing a network of exam centres and exam proctors across Canada that can provide exam delivery services as required in this Statement of Work;
2. coordinating and managing the distribution of payments for proctoring services from the exam system supplier to appropriate exam centres and proctors;
3. initiating, preparing and managing any necessary contracts or agreements with the exam centres and proctors, or other necessary contractors or suppliers;
4. developing processes and guidelines for exam proctoring and related services across Canada;
5. managing all communications to and from all exam centres and proctors across Canada concerning exam proctoring and related services, processes and guidelines;
6. providing information and/or training to exam proctors and staff of exam centres on the roles and responsibilities associated with exam proctoring and on the use of the online exam system and its troubleshooting;
7. providing a complete list of exam centres and proctors to NRCan with the contact information and the language(s) in which the services are available;



8. ensuring that each proctor is a disinterested third party¹;
9. responding to enquiries from exam candidates by email or telephone regarding exam centres, scheduling, proctors or other relevant topics;
10. ensuring at least one proctor is present for each 30 candidates in a room. Additional proctors are required if more than 30 candidates are registered for an exam, or if more than one room is used for the exam session;
11. greeting exam candidates who present themselves to the exam centres;
12. verifying and confirming exam candidates' identification (e.g. photo ID, personal identifier number);
13. ensuring that only NRCan-approved material is brought into the exam centre for use during exam (e.g. no cell phones or other electronic equipment);
14. ensuring that exam candidates have the use of a computer and relevant software or other resources (e.g. calculator) during the exam (refer to section 3.2.2 of this document);
15. ensuring that exam candidates do not have access to other Internet resources to aid them during the exam process;
16. assisting exam candidates to log into exam system;
17. supervising exam candidates during exam and providing general support;
18. troubleshooting exam system, as necessary;
19. contacting online exam system technical support in case of technical issues with online exam system;
20. printing of exams for exam candidates, as required, based on special needs identified by pre-exam assessment. (Note: Although in the majority of cases, it is anticipated that exam candidates will take the exam online and will not require a paper copy, exam candidates with visual impairments may require a paper copy with large font);
21. providing general information to exam candidates on next steps after completion of exam;
22. entering exam candidates' answers and/or marks into online exam system so that the exam result can be calculated by the online exam system (Note: This may be required for exam candidates who have visual impairments or for written answers.);
23. providing assessment services for exam candidates who have learning disabilities and/or special needs (e.g. principal language is other than English or French) prior to exam proctoring. The assessment should determine whether special testing accommodations should be allowed during the exam (e.g. extended test time, a reader, a scribe, specific reference books, larger font, paper-based exams). The assessments and provisions must be in accordance with the applicable provincial or territorial requirements regarding disabilities; and
24. monitoring the performance of exam centres and proctors on an ongoing basis and making necessary adjustments to improve performance, as required.

3.2.2 Exam Centre Requirements

The Contractor will be required to ensure that all exam centres meet the following requirements:

1. Locked Down Browser functionality on the computers;
2. In-room proctoring;
3. Easily accessible to the public;
4. Accessible to people with disabilities in compliance with local laws and regulations;
5. Closed, secure, private, clean and uncluttered room(s) that provide a quiet environment without disruptions for exam candidates and proctors during exam writing and proctoring;
6. Acceptable lighting, heating and air conditioning;
7. Ergonomic chairs, tables and/or desks for exam candidates and proctors;
8. Privacy panels or other means to enhance test integrity;

¹ A "disinterested third party" means the proctor is not related to the examinee, an immediate supervisor or employee of the examinee, and is not concerned, with respect to possible gain or loss, in the result of the examination. The proctor cannot be a person who can benefit in any way by knowing the questions or answers, such as an energy advisor, energy rater, service organization owner or employee, service organization manager, quality assurance specialist, quality assurance auditor, builder or trainer/instructor for any of NRCan's energy efficiency housing initiatives, such as the EnerGuide Rating System, ENERGY STAR for New Homes, R-2000, or be involved in any other related activities that could be considered or perceived as a conflict of interest.



- 9. Washroom facilities and drinking water;
- 10. Telephone (for use by the exam centre proctors or other staff); and
- 11. Computers, hardware and software for exam candidates that meet the following requirements:

1. Computer System - Hardware & Software	
	<p><u>Operating System:</u></p> <ul style="list-style-type: none"> • PC: Windows 7[®] (32/64 Bit) • Mac: Mac OS[®] X 10.7 or higher
	<p><u>Hardware:</u></p> <ul style="list-style-type: none"> • Well maintained desktop or laptop computers. • At least 4 GB of RAM per computer • Keyboard • Mouse • Large colour display with at least 1280 x 1024 resolution
	<p><u>Software:</u></p> <ul style="list-style-type: none"> • Current version of a web browser that supports the online exam system (i.e. Chrome, Safari, Mozilla, Internet Explorer) • Any additional multimedia or software platform required to support and administer the online exam system (i.e. Adobe Flash Player) • Lock Down Browser
2. Internet:	
	<p>Each computer should have access to reliable high speed Internet that supports at least 25Mbps download speed. This is required to access the online exam system and expedite the exam process for exam candidates. However, exam candidates must not be allowed to access other Internet resources to aid them during the exam process, unless authorized by NRCAN.</p>
3. Printer(s):	
	<p>Colour printer(s) to allow exams to be printed by exam proctors, if necessary, as well as exam diagnostic reports for the exam candidates, that meet the following requirements:</p> <p>Printer Type: Colour Laser</p> <p>Print Speed: Up to 10ppm (2-sided plain paper letter) Up to 21ppm (1-sided plain paper letter)</p> <p>First Print Time: 14.3 seconds or less (letter)</p> <p>Printer Language: UFR II LT (Host-based), PCL6(5e,XL)</p> <p>Print Resolution: Up to 1200 x 1200 dpi (2400 x 600 dpi quality)</p> <p>Maximum Print Size: Up to Legal</p>



Duplex Print:	Yes, Automatic
Print Modes:	Watermark, Toner Save, Page Composer, Poster, Booklet
Print Memory:	512 MB (Shared)

3.2.3 Minimum Number of Exam Centres

- For the launch of the updated EnerGuide Rating System, it is not known what the exact demand will be for the various exams; however, NRCan requires a minimum number of exam centres in each province/region as shown in the chart below. The required minimum number of exam centres is based on the current number of energy advisors across Canada who will require testing at some point (detailed in Annex E), the expected uptake by our partners, and the number of new and existing houses in each province/territory.

Province/Region	Minimum Required # of Exam Centres	Location of Minimum Required Exam Centres
British Columbia	3	Victoria, Vancouver, 1 other
Alberta	2	Edmonton, Calgary
Saskatchewan	1	Saskatoon
Manitoba	1	Winnipeg
Ontario	4	Toronto, Ottawa, 2 others
Quebec	2	Montreal, Quebec City
New Brunswick	1	Saint. John
Nova Scotia	1	Halifax
Newfoundland and Labrador	1	St. John's
North of 60 (Yukon, NWT, Nunavut)	1	Yellowknife

- For each exam centre proposed, the contractor must provide the name of the location, address, contact name and phone number, number of rooms, and approximate number of testing stations per room.
- The Contractor must respond to the regional demand for exam proctoring services as it changes and ensure that a sufficient number of exam centres and proctors are available in proximity to the demand within a reasonable time frame. The Contractor must determine the optimal balance between the demand, exam centre availability/proximity to the exam candidates, and the cost of administering/proctoring the exams.
- For candidates who are located long distances² from the nearest exam centre or in cases where exam candidates are unable to travel to the nearest exam centre due to a medical condition, the Contractor must also make arrangements to provide exam proctoring and related services. This may include making arrangements to have an exam proctor go onsite or making arrangements with local educational institutions or organizations to provide the service. In these cases, the Contractor is responsible for ensuring that all the necessary steps are taken to protect the integrity of the NRCan exams, the exam system and exam-writing process.

3.3. General Administrative Tasks:

² NRCan will determine the threshold distance based on the winning bidder's response to the point-rated criteria B.R2.



General administrative tasks to be performed by the Contractor include, but are not limited to, the following:

1. Become familiar with all aspects of the exam delivery framework for NRCan's EnerGuide Rating System and related initiatives. This will include reviewing all relevant NRCan documentation and discussing the framework and requirements with NRCan by teleconference, email and/or in person;
2. Develop a work plan and schedule for the implementation of the exam proctoring and related services. The work plan and schedule will be developed in consultation with NRCan and the exam system supplier, based on NRCan's requirements;
3. Work with NRCan on the implementation of the exam proctoring and related services, such as the development of processes and guidelines for NRCan exam proctoring and related services, providing relevant information to be posted on the exam system, addressing any issues and participating in the launch of the exam system and exam proctoring services;
4. Work with NRCan and the exam question supplier, as needed, to test the online exam system and exams, and address any issues that are relevant to exam proctoring and related services; and
5. Provide ongoing and timely support to NRCan, the exam question supplier, and other relevant stakeholders (e.g. exam candidates), as needed.

3.4. Costs and Fees

1. The costs associated with the development and management of the Candidate Management System as described in this Statement of Work must be detailed in Annex C – Financial Proposal. These costs will be borne by NRCan.
2. Any costs that the Contractor incurs associated with the exam candidates' use of equipment and facilities to take exams, pre-exam assessment services, as well as the services of exam proctors or other staff during the exams, will not be borne by NRCan. Should the Contractor choose to charge the candidate for those services, the Contractor must clearly post on the online system and in printed material that the fees being charged by the Contractor are not required by NRCan, and that NRCan is not responsible or accountable for financial transactions requested by the Contractor. The Contractor shall be solely responsible and accountable for administering any financial transactions, including credit card payments, it deems necessary. In doing so, the Contractor shall abide by all applicable privacy laws and the Payment Card Industry Data Security Standard (PCI DSS). As NRCan is concerned with potential high costs for the candidates to take the exams, the contractor must indicate the maximum cost they would charge candidates for a one hour exam and a three hour exam. This is to be provided in rated criteria R6 of Annex B – Technical Evaluation Criteria. The rate range indicated in the proposal will form part of the contract, and cannot be exceeded during the contract period, except for a 1.5% annual inflation increase. If the contractor will be charging the candidates any fee, the system must allow the exam candidates to pay the required fees at the time of registration. The electronic system must accept major credit cards (i.e. VISA, MasterCard) and PayPal and ensure that payments are secure and in Canadian funds.
3. The rate range indicated in the proposal will form part of the contract, and cannot be exceeded during the contract period, except for a 1.5% annual inflation increase. If the contractor will be charging the candidates any fee, the system must allow the exam candidates to pay the required fees at the time of registration. The electronic system must accept major credit cards (i.e. VISA, MasterCard) and PayPal and ensure that payments are secure and in Canadian funds.
4. NRCan reserves the right to combine a number of shorter exams (i.e. one hour exams) into a larger exam that can be taken during one single block of time in order to make the process more efficient and cost-effective for the participant.



5. If applicable, the Contractor is responsible for securely transferring any fees for exam proctoring services directly to the exam proctoring organizations, proctors or other parties as necessary, either through the online exam system or another mechanism.

4.0 ROLE OF NRCan

NRCan's role is as follows:

1. Provide the Contractor with documentation that outlines the exam delivery framework for NRCan's EnerGuide Rating System and its related initiatives;
2. Provide the Contractor with any relevant information for the online exam system and any exam proctoring requirements that NRCan may have;
3. Provide the Contractor with relevant contact information for its stakeholders, as necessary;
4. Provide the Contractor with information on any updates or changes related to NRCan's exam delivery framework;
5. Provide the Contractor with all of the exams in English and French to be posted on the online exam system, including multiple-choice answers identifying the correct answers, and any necessary graphic images, diagrams, illustrations, graphs, tables, photos, audio and video;
6. Provide the Contractor with text in English and French that is to be posted on the online exam system related to the NRCan exams, such as NRCan's exam writing/proctoring requirements;
7. Provide the Contractor with information on the type of exam data and reports that it requires; and
8. Monitor the Contractor's deliverables.

5.0 DELIVERABLES

5.1 CANDIDATE MANAGEMENT SYSTEM (CMS)

The Contractor must provide the following:

A Candidate Management System that meets all the requirements as described in section 3 of this Statement of Work. The system must be ready to deliver the NRCan-approved final exams required for each phase of the work as detailed below:

For Phase 1 of the work, the exams include but are not limited to:

- Prequalification Exam for Energy Advisors
- EnerGuide Rating System Energy Advisor Exam
- EnerGuide Rating System Service Organization Manager Exam
- EnerGuide Rating System Quality Assurance Specialist Exam

For Phase 2 of the work, the exams include but are not limited to:

- Prequalification Exam for Energy Raters
- EnerGuide Rating System Energy Rater Exam



- EnerGuide Rating System Energy Advisor MURBs/MUBs Exam
- ENERGY STAR for New Homes Energy Advisor Exam
- ENERGY STAR for New Homes Builder Exam
- ENERGY STAR for New Homes Service Organization Manager Exam
- ENERGY STAR for New Homes Quality Assurance Specialist Exam
- R-2000 Builder Exam
- R-2000 Energy Advisor Exam
- R-2000 Service Organization Manager Exam
- R-2000 Quality Assurance Specialist Exam

NRCan reserves the right to combine a number of shorter exams (i.e. one hour exams) into a larger exam that can be taken during one single block of time in order to make the process more efficient and cost-effective for the participant.

In order for successful exam candidates to maintain their status, update exams will also be required on a yearly basis for each of the exam categories identified in section 5.1. Some exams serve as pre-requisites for other exams (e.g. a candidate must pass the energy advisor exam before taking the quality assurance specialist exam). The exam dependency map will be provided by NRCan.

5.2 EXAM CENTRES AND PROCTORING

The Contractor must deliver:

A network of exam centres and exam proctors across Canada that can provide exam proctoring and related services as described in section 3 of this Statement of Work.

6 TIMELINES FOR DELIVERABLES

6.1. ONLINE CANDIDATE MANAGEMENT SYSTEM (CMS)

The goal is to have the CMS and the Phase 1 exam content listed in section 5.1 available for testing by **March 1, 2014** and for delivery by **May 4, 2014**. The goal is to have the Phase 2 exam content listed in section 5.1 available and fully operational by **December 1, 2014**.

6.2. EXAM PROCTORING SYSTEM

Phase 1: The goal is to have the exam proctoring network in place for testing with the online exam system by **April 1, 2014**. The goal for the exam centres, proctoring and related services to be fully operational is **May 4, 2014**.

6.3. CONSTRAINTS

The Contractor

- Shall not present him or herself as an agent of the Crown or an employee of Natural Resources Canada;
- Shall not disclose any personal or corporate information to other parties that the Contractor may have been privy to during the course of work performed, including any information related to the content of the NRCan exams;



- Shall ensure in its hiring and contracting processes that there are no conflict of interest situations that could affect the integrity of the NRCan exams, the exam writing process or the exam system. For example, exam system development individuals or proctors cannot also act as a service provider for NRCan's EnerGuide Rating System and other housing initiatives (e.g. energy rater, energy advisor, quality assurance specialist, quality assurance auditor or service organization employee) or be in another position that could give rise to or be perceived as a conflict of interest; and
- Shall not provide any services to any third party in circumstances that might reasonably give rise to a conflict of interest between the Contractor's duties to that third party and the Contractor's duties under this contract. The Contractor must discuss any potential conflict-of-interest situations with NRCan prior to providing any services.

7 TERM OF CONTRACT

The Contract is from date of contract award to March 31, 2016.



ANNEX B – TECHNICAL EVALUATION CRITERIA

B1 MANDATORY TECHNICAL CRITERIA

The mandatory criteria listed below will be evaluated on a simple pass/fail basis. Proposals which fail to meet the mandatory criteria will be deemed non-responsive.

Bidders are advised to address each criterion in sufficient depth to permit a complete requisite analysis and assessment by the evaluation team. Proposals failing to adequately respond to the mandatory criteria may be excluded from further consideration. The technical proposal should address each of the criteria in the order in which they appear.

Bidders are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the criteria will not be considered demonstrated for the purpose of this evaluation.

The Bidder should provide complete details as to where, when (month and year) and how (through which activities/ responsibilities) the stated qualifications/experience were obtained. Experience gained during formal education shall not be considered work experience. All criteria for work experience shall be obtained in a legitimate work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services.

Bidders are also advised that the month(s) of experience listed for a project whose time frame overlaps that of another referenced project will only be counted once. For example: project one time frame is July 1, 2001 to December 1, 2001; project two time frame is October 1, 2001 to January 31, 2002; the total months of experience for these two project references is seven (7) months.

Bidders are also reminded that working part-time on a project will not be considered full time work. Bidders are to indicate what percentage of time they worked on a project so that that factor can be used to calculate the number of years.

CANDIDATE MANAGEMENT SYSTEM		Proposal Page #	Pass/Fail
1. Experience: The Bidder must demonstrate that the Bidder (and/or the Bidder's team of Resources) meets ALL of the following:			
M1.	Work experience related to the development and management of all three interfaces of a Candidate Management System and related services as described in this Statement of Work within the last ten (10) years from the date of this Request for Proposals. The description of work experience should include dates, required tasks and the name of the organization(s) for which the services were provided.		
2. Resources:			
M2.	The Bidder must provide a Curriculum Vitae (CV) of each proposed Resource who will work on the Candidate Management System. Each CV must include details demonstrating any relevant activities related to the requirements and their ability to perform the tasks described in the Statement of Work.		



3. Demonstration of the Candidate Management System:			
M3.	The Bidder must provide access to a functional demo of an existing online exam system (both for registration of the exam and taking the exam) that the Bidder and/or the Bidder's team of Resources have developed within the last 10 years. This demo should allow NRCan to review its features and utility.		
EXAM PROCTORING SERVICES			
4. Experience: The Bidder must demonstrate that they have access to a Resource or team of Resources who collectively meet ALL of the following requirements:			
M4.	Work experience related to exam proctoring and related services as described in this Statement of Work within the last ten (10) years from the date of this Request for Proposals. The Bidder must provide a description of their Resource's work experience which includes dates, required tasks and the name of the organization(s) for which the services were provided. The bidder should apply an appropriate reduction factor for part-time work when calculating their experience. For example; a factor of 0.2 would need to be applied in the case of a resource who works one day a week at a job.		
5. Resources:			
M5.1	Access to an existing network of exam centres across Canada and qualified proctors that can be used for the purpose of this Request for Proposals. The minimum exam centre requirement for each province/region is described in Section 3.2.3.		
M5.2	The Bidder must provide a Curriculum Vitae (CV) of each proposed Resource for the exam proctoring services. Each CV should include details demonstrating any relevant activities related to the requirements and their ability to perform the tasks described in the Statement of Work.		



B2 POINT RATED TECHNICAL CRITERIA

Each proposal that has met all of the mandatory criteria will proceed to the second stage of evaluation: the point rated technical criteria. Bidders are advised to address these criteria in the following order and in sufficient depth in their proposals to allow a thorough assessment. NRCan’s assessment will be based solely on the information contained within the proposal. NRCan may confirm information or seek clarification from bidders.

Only those proposals which meet all of the mandatory criteria and achieve (or exceed) the required minimum points for each section of point rated technical criteria will be considered for award of a contract. Proposals that do not meet the required minimum points will be deemed non-responsive.

POINT RATED CRITERIA – GENERAL

Criterion ID	Description	Maximum Points	Proposal Page
R1	<p>Proposed Overall Plan for the Implementation and Management of the Candidate Management System and Exam Proctoring Services</p> <p>The Bidder must clearly explain how the Bidder (and/or the Bidder’s team of Resources) plans to develop, implement and manage the candidate management system, proctoring services and related services, as described in section 3 of this Statement of Work.</p> <p>Points will be awarded as follows:</p> <ul style="list-style-type: none"> - Up to 10 points for the rationale and schedule of the proposed plan (i.e. how will all requirements listed under Section 3 (Scope) be addressed by the required deadlines); -Up to 10 points for a strategy to assess and monitor regional demand for the various exams; - Up to 10 points for the proposed strategy to ensure the integrity of NRCan exams and exam writing process, including for the delivery of exams in remote locations (refer to section 3.2.3). 	30 points (Min. 18 points required)	
R2	<p>Clarity and Organization of Proposal</p> <p>Points will be awarded as follows:</p> <ul style="list-style-type: none"> - Proposal is written in a clear and concise manner (easily understood): 5 points - Proposal is well organized (i.e. organized in a manner that facilitates locating information to support each evaluation criteria): 5 points 	10 points (Min. 5 points required)	
	<p>TOTAL POINTS FOR POINT RATED CRITERIA - GENERAL Minimum Passing Mark</p>	40 points	



POINT RATED CRITERIA – CANDIDATE MANAGEMENT SYSTEM for ONLINE EXAMS

Criterion ID	Description	Maximum Points	Proposal Page												
<p>R3</p>	<p>Experience in Developing a Candidate Management System for Online Exams</p> <p>The Bidder must specify at least two (2) organization(s) for which a candidate management system for online exams were provided. A description of the systems and services including the number and types of exams for which the online system was required, and the start and end dates for each must be included. The Bidder must also provide the contact information of these clients.</p> <p><i>Note: NRCan reserves the right to check references by contacting one or all of the references provided.</i></p> <p>Points will be awarded based on the cumulative number of years of the two projects worked on. Five (5) points per year of experience will be awarded, up to a maximum of 25 points.</p> <p>Example:</p> <table border="1" data-bbox="302 921 1105 1199"> <thead> <tr> <th data-bbox="302 921 505 1014">Name of organization</th> <th data-bbox="505 921 704 1014">Description of services</th> <th data-bbox="704 921 904 1014">Start date for provision of services</th> <th data-bbox="904 921 1105 1014">End date for provision of services</th> </tr> </thead> <tbody> <tr> <td data-bbox="302 1014 505 1106">Organization A</td> <td data-bbox="505 1014 704 1106"><i>(Include description of services)</i></td> <td data-bbox="704 1014 904 1106">March 1, 2007</td> <td data-bbox="904 1014 1105 1106">July 30, 2009</td> </tr> <tr> <td data-bbox="302 1106 505 1199">Organization B</td> <td data-bbox="505 1106 704 1199"><i>(Include description of services)</i></td> <td data-bbox="704 1106 904 1199">January 1, 2005</td> <td data-bbox="904 1106 1105 1199">December 31, 2007</td> </tr> </tbody> </table> <p>In the example provided above, not allowing double counting of time, the Bidder has four full years of experience and would be awarded a total of 20 points.</p>	Name of organization	Description of services	Start date for provision of services	End date for provision of services	Organization A	<i>(Include description of services)</i>	March 1, 2007	July 30, 2009	Organization B	<i>(Include description of services)</i>	January 1, 2005	December 31, 2007	<p>25 points (Min. 10 points required)</p>	
Name of organization	Description of services	Start date for provision of services	End date for provision of services												
Organization A	<i>(Include description of services)</i>	March 1, 2007	July 30, 2009												
Organization B	<i>(Include description of services)</i>	January 1, 2005	December 31, 2007												



R4	Demo of Candidate Management System for Online Exams The Bidder must provide electronic access to a functional (i.e. a URL website) demo of an existing candidate management system for online exams that had its features developed and managed by the Bidder. The demo is to show all three of the required interfaces as described in Section 3.1 of this Statement of Work. Points will be awarded as follows: <ul style="list-style-type: none">➤ Up to 15 points for an intuitive and functional exam registration interface of the candidate management system which could easily be modified to meet NRCan's requirements.➤ Up to 15 points for an intuitive and functional exam interface of the candidate management system which could easily be modified to meet NRCan's requirements.➤ Up to 15 points for an intuitive and functional administrative interface of the candidate management system that shows the breadth of its reporting functionalities and can easily be modified to meet NRCan's requirements.	45 points (Min. 27 points required)	
	TOTAL POINTS FOR ONLINE EXAM SYSTEM	70 points	



POINT RATED CRITERIA – EXAM PROCTORING SERVICES

Criterion ID	Description	Maximum Points	Proposal Page												
R5	<p>Total Experience Providing Exam Proctoring and Related Services</p> <p>The Bidder must specify at least two (2) organizations for which the exam proctoring services were provided, a description of the services, and the start and end dates for each. The Bidder must also provide the contact information of these clients.</p> <p><i>Note: NRCan reserves the right to check references by contacting one or all of the references provided.</i></p> <p>Points will be awarded based on the cumulative number of years of experience. Five (5) points per year of experience will be awarded, up to a maximum of 25 points.</p> <p>Example:</p> <table border="1" data-bbox="302 835 1105 1115"> <thead> <tr> <th data-bbox="302 835 505 926">Name of organization</th> <th data-bbox="505 835 708 926">Description of services</th> <th data-bbox="708 835 906 926">Start date for provision of services</th> <th data-bbox="906 835 1105 926">End date for provision of services</th> </tr> </thead> <tbody> <tr> <td data-bbox="302 926 505 1016">Organization A</td> <td data-bbox="505 926 708 1016"><i>(Include description of services)</i></td> <td data-bbox="708 926 906 1016">March 1, 2007</td> <td data-bbox="906 926 1105 1016">July 30, 2009</td> </tr> <tr> <td data-bbox="302 1016 505 1115">Organization B</td> <td data-bbox="505 1016 708 1115"><i>(Include description of services)</i></td> <td data-bbox="708 1016 906 1115">January 1, 2005</td> <td data-bbox="906 1016 1105 1115">December 31, 2007</td> </tr> </tbody> </table> <p>In the example provided above, not allowing double counting of time, the Bidder has four full years of experience and would be awarded a total of 20 points.</p>	Name of organization	Description of services	Start date for provision of services	End date for provision of services	Organization A	<i>(Include description of services)</i>	March 1, 2007	July 30, 2009	Organization B	<i>(Include description of services)</i>	January 1, 2005	December 31, 2007	25 points (Min. 10 points required)	
Name of organization	Description of services	Start date for provision of services	End date for provision of services												
Organization A	<i>(Include description of services)</i>	March 1, 2007	July 30, 2009												
Organization B	<i>(Include description of services)</i>	January 1, 2005	December 31, 2007												



<p>R6</p>	<p>Proposed Exam Proctoring Costs for Exam Participants (if applicable)</p> <p>The rate must include any costs associated with the exam candidates' use of equipment and facilities, as well as the services of exam proctors or other staff in order for candidates to take the exams. The rate should also take into consideration the costs associated with the assessment of exam candidates requiring special accommodations prior to the exams, when necessary. (Refer to section 3.2.3 of the Statement of Work for information.)</p> <p>Rate charged for a 1-hour update exam:</p> <table border="1" data-bbox="302 590 1013 678"> <tr> <td>Charge</td> <td>\$0</td> <td>\$1 to \$50</td> <td>\$51 to \$100</td> <td>\$101 to \$175</td> <td>\$176 to \$300</td> <td>\$301+</td> </tr> <tr> <td>Number of Points</td> <td>20</td> <td>16</td> <td>11</td> <td>7</td> <td>3</td> <td>0</td> </tr> </table> <p>Rate charged for a 3-hour exam:</p> <table border="1" data-bbox="302 768 1013 856"> <tr> <td>Charge</td> <td>\$0</td> <td>\$1 to \$75</td> <td>\$76 to \$150</td> <td>\$151 to \$250</td> <td>\$251 to \$450</td> <td>\$451+</td> </tr> <tr> <td>Number of Points</td> <td>20</td> <td>16</td> <td>11</td> <td>7</td> <td>3</td> <td>0</td> </tr> </table>	Charge	\$0	\$1 to \$50	\$51 to \$100	\$101 to \$175	\$176 to \$300	\$301+	Number of Points	20	16	11	7	3	0	Charge	\$0	\$1 to \$75	\$76 to \$150	\$151 to \$250	\$251 to \$450	\$451+	Number of Points	20	16	11	7	3	0	<p>40 points</p>	
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<p>TOTAL POINTS FOR EXAM PROCTORING</p>		<p>65 points</p>																													
<p>R7</p>	<p>Bonus Points:</p> <p>1. Additional Exam centres (25 points max)</p> <p>Additional points can be acquired if more locations (beyond the minimum 17 required) can be substantiated as exam centres at the time of bidding as per Section 3.2.3. These locations must have the Locked Down Browser functionality on the computers, as well as in-room proctoring. For each 4 exam centres beyond the minimum 17 noted in the mandatory, the bidder will be award 1 bonus point to a maximum of 25 points. Provide a separate list for these centres identifying the name of the location, address, contact name and phone number, number of rooms, approximate number of testing stations per room. For all indicated exam centres, NRCan may contact the centre to confirm the bidders claim.</p>																														
<p>TOTAL POSSIBLE POINTS</p>		<p>200 points</p>																													



ANNEX C – FINANCIAL PROPOSAL

C1 TAXES AS RELATED TO BIDS RECEIVED

For Canadian-based bidders, prices/rates, as applicable, are requested to be firm (in Canadian funds) with Canadian customs duties and excise taxes as applicable **included**, and Goods and Services Tax (GST) or Harmonized Sales Tax (HST) as applicable, **excluded**;

For foreign-based bidders, prices/rates, as applicable, are requested to be firm (in Canadian funds) and **exclude** Canadian customs duties, excise taxes and GST or HST, as applicable. Canadian customs duties and excise taxes payable by the consignee will be added, for evaluation purposes only, to the prices submitted by foreign-based bidders. If the prices submitted in the financial proposal are not in Canadian Funds the exchange rate in effect on the date of bid closing will be applied for evaluation purposes only.

C2 PRICING DETAILS TO BE PROVIDED IN FINANCIAL PROPOSAL

The Bidder hereby offers to NRCan, as requested by the Minister, to furnish all necessary expertise, supervision, materials, equipment and other items necessary to performing the work as described in the statement of work of this Request for Proposal and in accordance with the terms and conditions of the Request for Proposal, to the satisfaction of the Minister, or his or her authorized representative, for the following price(s).

Bidders must provide financial details as requested in this Annex. **Proposals which do not contain pricing details as requested below shall be considered incomplete and non-responsive.**

C2.1 Milestone Payments

Bidder tendered all inclusive firm price to perform the work is \$_____ in Canadian funds, GST/HST excluded. Any Travel and Living Expenses, in accordance with Treasury Board Guidelines, (<http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>) and other miscellaneous expenses must be included in the firm price. The firm price tendered will be payable in milestone payments.

The Bidder will complete the milestone schedule below by providing its proposed firm milestone amounts for the work,

Milestone #	Services	TASKS	Due By:	All inclusive Firm Price
1	Development and Management of Candidate Management system – Phase 1	Refer to section 3.1 of this Statement of Work for a description of services required.	Testing: March 1, 2014. Delivery: December 1, 2014.	\$
2	Development of Candidate Management System – Phase 2	Refer to section 3.1 of this Statement of Work.	December 1, 2014	\$
3	Manage the Candidate Management System and Exam Proctoring Network (Fiscal Year 14/15)	Refer to sections 3.2 of this Statement of Work.	March 31, 2015	\$



4	Manage the Candidate Management System and Exam Proctoring Network (Fiscal Year 15/16)	Refer to sections 3.2 of this Statement of Work.	March 31, 2016	\$
5	Manage the Candidate Management System and Exam Proctoring Network (option year #1): Fiscal Year 16/17)	Refer to section 3.2 of this Statement of Work.	March 31, 2017	\$
7	Manage the Candidate Management System and Exam Proctoring Network (option year #2): Fiscal Year 17/18)	Refer to section 3.2 of this Statement of Work.	March 31, 2018	\$
8	Manage the Candidate Management System and Exam Proctoring Network (option year #3): Fiscal Year 18/19)	Refer to section 3.2 of this Statement of Work.	March 31, 2019	\$
	Bidder tendered all inclusive firm price to perform the work is (in Canadian Funds, GST/HST excluded).			\$



ANNEX D - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

Certifications 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 so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

1. Federal Contractors Program for Employment Equity - \$200,000 or more

1. The Federal Contractors Program for Employment Equity (FCP-EE) requires that some suppliers bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder is subject to the FCP-EE, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the *Government Contracts Regulations*. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form [LAB 1168](#), Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
3. The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (a) () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;



- (b) () is not subject to the FCP, being a regulated employer under the [Employment Equity Act](#), S.C. 1995, c. 44;
- (c) () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- (d) () is subject to the FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC.)

Further information on the [FCP](#) is available on the HRSDC Web site.

Signature of Authorized Company Official

Date

2. Former Public Servant Certification

Contracts with 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 spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

Definitions

For the purposes of this clause,

"Former public servant" means a 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 and includes:

- (a) An individual;
- (b) An individual who has incorporated;
- (c) A partnership made up of former public servants; or
- (d) 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 Public Service.

"pension" means, in the context of the fee abatement formula, 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 (FPS) in Receipt of a Pension

Is the Bidder a FPS in receipt of a pension as defined above? YES () NO ()



If so, the Bidder must provide the following information:

- (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 Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **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 reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fee that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

3. 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.

Signature of Authorized Company Official

Date

4. EDUCATION AND EXPERIENCE

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.

Signature of Authorized Company Official

Date

5. CONTRACTUAL CAPACITY AND JOINT VENTURE CONTRACTUAL CAPACITY

The Bidder shall have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder shall provide a statement indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business.

Joint Venture - a joint venture is an association of two or more parties who temporarily combine their money, property, knowledge, or other resources in a joint business enterprise. There are two types of joint ventures, the incorporated joint venture and the contractual joint venture, i.e., formed through a contractual agreement between the parties. The following information should be provided with the proposal: type of joint venture (incorporated or contractual), the names and addresses of the members of the joint venture.

If a Contract is awarded to a contractual joint venture all members of the joint venture shall be jointly and severally or solidarily liable for the performance of the contract.

Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.



ANNEX E – CURRENT NETWORK OF ENERGY ADVISORS ACROSS CANADA (AS OF APRIL 2013)

Province/Territory/City	Number of Energy Advisors
Nunavut	0
Iqaluit	0
Northwest Territories	12
Yellowknife	12
Yukon	13
Whitehorse	13
Other	1
British Columbia	215
Vancouver	139
Kelowna	24
Kamloops	8
Other	44
Alberta	79
Calgary	45
Edmonton	16
Other	18
Saskatchewan	38
Regina	12
Saskatoon	20
Other	6
Manitoba	33
Winnipeg	25
Other	8
Ontario	386
Ottawa	66
Toronto	208
Kingston	15
Other	97
Quebec	75
Gatineau	11
Montréal	39
Québec	12
Other	13
New-Brunswick	64
Fredericton	8
Moncton	25
Saint John	15
Other	16
Nova Scotia	82
Halifax	56
Sydney	8
Other	18
Newfoundland and Labrador	14
St. John's	9
Other	5
Prince Edward Island	6



Charlottetown	3
Other	3
TOTAL	1017

(Note: The "Other" category includes locations that are two or more hours from a major city.)



ANNEX F

IT Security Requirements for the Processing, Storage and Transmittal of Protected A Information

Contract #:	
Department:	Natural Resources Canada
Contractor/Supplier:	



1. INTRODUCTION

This document outlines the Department's IT Security requirements, in conjunction with any other Canadian Industrial Security Directorate (CISD) requirements, in support of the Contractor/Supplier obtaining an official CISD written approval to use their IT system to process and store Protected A information.

In absence of a formal Threat-Risk Assessment (TRA) and due to the IT portion of the Security clearance being contract specific, the intent of this document is to state the minimum safeguards required in order that the processing and storage of Protected A information be approved by the Department's IT Security Coordinator (ITSC).

Security is based upon layers of protection; that is, in order for the requirements of the IT Security (ITS) to effectively safeguard the information, they must be preceded and supported by other aspects of security and the associated policies. The physical, personnel and information security safeguards in accordance with the Policy on Government Security and ITS related Standards must exist prior to the implementation of ITS safeguards.

2. MANDATORY PREREQUISITES

a.

2.1. PWGSC VALIDATION FOR PHYSICAL SECURITY

The application of the security safeguards listed in this document are based on the *mandatory requirement* that the physical premises of the Contractor/Supplier have been inspected, certified and accredited to process and store Protected A information by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services. Hence, for the duration of this contract, the Contractor/Supplier must hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of Protected A issued by the CISD.

2.2. PERSONNEL SECURITY

All Contractor/Supplier personnel who have access to the material being processed and stored must hold a valid Government of Canada (GC) Reliability Check and Status or a Security Clearance and have the "need to know".

All of the Contractor/Supplier personnel handling Protected A information, in relation to this contract, must attend a mandatory security training/briefing session coordinated and delivered by the Contractor's/Supplier's appointed Company Security Officer or alternates.

2.3. INFORMATION SECURITY

All hard copy documents and other media formats must be handled and transported in accordance with GC guidelines. All hard copy documents and other media will be marked with the appropriate security classification. Any covering letter, transmittal form or circulation slip will be marked to indicate the highest level of classification of the attachments.

Transportation of information associated with this contract into or out of the physical premises must adhere to RCMP G1-009 "Transport and Transmittal of Protected and Classified Information". All processing and



storage of Protected A information must be performed within the confines of CISC approved physical locations for this contract.

2.4. SECURITY POLICY COMPLIANCE MONITORING

The Department retains the right to conduct inspections of the Contractor/Supplier facility to ensure compliance with GC standards and policies with respect to the handling, storage and processing of information relevant to this contract.

3. MINIMUM IT SECURITY REQUIREMENTS

In conjunction with any other requirements established by the CISC, the Contractor/Supplier must meet the following IT Security requirements established by the Department.

Furthermore, the Contractor/Supplier must ensure that effective security controls are in place to protect low level Confidentiality and, at minimum, low level Integrity and Availability. Communications Security Establishment Canada's (CSEC's) recommendations and guidelines must be followed. Their published ITSG-33 documentation will provide further details.

3.1. IT SECURITY POLICY COMPLIANCE AND MONITORING

All information technology related operations must adhere to the overall requirements outlined in the GC's Operational Security Standard: Management of Information Technology Security (MITS). All IT Security requirements addressed to the Department are applicable to the Contractor/Supplier. The Department retains the right to conduct inspections of the Contractor/Supplier facility to ensure compliance with GC policies and standards with respect to requirements in the Operational Security Standard: Management of Information Technology Security.

3.2. PREVENTION

As per MITS section 16, the Contractor/Supplier must have all the prevention safeguards in place for the protection of confidentiality, integrity, and availability of the information and IT assets relative to this contract.

3.2.1 Physical Security within the IT Security Environment

Along with providing official assurance that the CISC has approved its facilities to process and store Protected A information, the Contractor/Supplier must ensure that all equipment used for the fulfilment of this contract reside within the CISC approved physical locations.

The Contractor/Supplier must protect all equipment being used for this contract. The use of wireless technology must be approved by the Communications Security Establishment of Canada (CSEC) for the information's level of sensitivity.



3.2.2 Storage, Disposal and Destruction of IT Media

All material such as CD/DVDs, flash/thumb drives, workstation hard disks, server hard disks, backup tapes and any other devices used to process or store Protected A information relative to this contract must be identified and labelled accordingly.

In the event of failure and replacement of the equipment or upon termination of the contract, all devices or material must be retained and properly stored or disposed of according to CSEC recommendations. The Contactor/Supplier is also responsible for clearing and sanitizing all electronic data storage devices used for this contract according to CSEC's ITSG-06 guideline.

In the event that equipment requires maintenance, support or replacement, no hardware associated with the processing or storage of protected information may be given to an outside vendor unless it has been cleared or sanitized according to CSEC recommendations found in the ITSG-06 guideline.

All media, when not in use, must be stored in a storage container which is RCMP-approved for the storage of Protected A information (G1-001 "*Security Equipment Guide*"). The storage container must be verified by the CISC.

3.2.3 Authorization and Access Control

The Contractor/Supplier must restrict IT and information access relative to this contract only to its individuals who have been screened and authorized, have been identified and authenticated, and have a "need to know".

In following the 'principle of least-privilege', the Contractor/Supplier must provide only the minimum access required for individuals to perform their duties.

The Contractor/Supplier must withdraw all access privileges relative to this contract from individuals no longer involved.

3.2.4 Cryptography, Network Security and Perimeter Defence

The electronic storage of Protected A information associated with this contract must be within a CISC approved IT environment.

CSEC encryption recommendations must be applied. Consult CSEC's ITSG-33 documentation for further details.

The Contractor/Supplier must segregate its networks into IT security zones and implement perimeter defence and network security safeguards. CSEC provides the ITSG-38 and ITSG-22 guidelines on this specific subject. As well, the Contractor/Supplier must apply strict control of all access to the protected zone where the information associated with this contract resides. Network perimeter defence safeguards (e.g. firewalls, routers) must be used to mediate all traffic and to protect servers that are accessible from the internet. Once more, should the Department's IT security policies be modified, the Contractor/Supplier could be required to use CSEC approved encryption technology to ensure confidentiality, integrity, authentication and non-repudiation.

The Need-to-Know principle must be applied and transmission must be restricted only to CISC approved recipients.

3.2.5 Mobile Computing and Teleworking

All processing and storage of Protected A information must be performed within the confines of the CISC approved physical locations for this contract.



3.2.6 Software Integrity and Security Configuration

The Contractor/Supplier should configure the security of their operating systems and application software being used to process Protected A information in accordance with security best practices (such as the Microsoft Security Compliance Toolkits for servers and clients). Safeguards must be implemented to "harden" servers and workstations processing Protected A information in relation to this contract. For more information on software hardening and configuration best practices, refer to the best practices issued by CSEC, by the National Institute for Standards and Technology (NIST) and by the Center for Internet Security.

3.2.7 Malicious Code

The Contractor/Supplier must install, use and regularly update antivirus software and conduct scans on all electronic files from external systems.

3.3. DETECTION

It is important to have the ability to detect security related issues within the operating environment. The rigor and extent of detection must be based on a medium level of risk. To protect the information associated with this contract and ensure service delivery, the Contractor/Supplier must continuously monitor system performance to rapidly detect:

- Attempts (failed or successful) to gain unauthorized access to a system, or to bypass security mechanisms.
- Unauthorized probes or scans to identify system vulnerabilities.
- Unplanned disruption of systems or services.
- Denial-of-service attacks
- Unauthorized changes to system hardware, firmware, or software.
- System performance anomalies, and
- Known attack signatures.

At minimum, the Contractor/Supplier must include a security audit log function in all IT systems.

b. RESPONSE AND RECOVERY

3.4.1 Incident Response

The Contractor/Supplier must establish mechanisms to respond effectively to IT incidents and exchange incident-related information with the Department immediately. The Contractor/Supplier must have a documented incident response process.

3.4.2 Incident Reporting

It is paramount that the Department is made aware of any security-related incidents with respect to the facilities and equipment used to process and store Protected A information associated with this contract.



The Contractor/Supplier must report any security-related incidents to the Department within *two hours* of an incident being detected or reported.

3.4.3 Recovery

Before reconnecting or restoring services, the Contractor/Supplier must ensure that all malicious software has been removed and that there is no potential for recurrence or spread.

With regards to the information associated with this contract, the Contractor/Supplier must:

- Back up the data regularly
- Test backups regularly to ensure that they can be used for recovery
- Back up all software and configuration data
- Facilitate the restoration of data and services by allowing systems to undo operations and return to an earlier state.
- Test restoration procedures regularly to ensure that they are effective and that they can be completed within the time allotted for recovery.
- Determine retention periods for essential business information and archived backups, and
- Ensure that off-site backup storage is within a CISC approved location if no CSEC approved encryption is being used.

Note that system recovery should be conducted in a manner that preserves the integrity of evidence, in the event of a criminal investigation of a security breach, for example.

CONCLUSION

In absence of a formal TRA, this document has established the Department's basic IT Security requirements for the processing and storage of Protected A information.

Through the Canadian Industrial Security Directorate's invaluable input and expertise at certifying that the Contractor/Supplier has met all IT Security requirements, the Department will be reassured that risks have, most likely, been mitigated to acceptable levels.



ANNEX G

SECURITY REQUIREMENT FOR THE UNITED STATES OF AMERICA SUPPLIER:

PWGSC FILE # 5000013124 (NRCAN)

All CANADA PROTECTED information/assets, furnished to the Foreign recipient Contractor or produced by the Foreign recipient Contractor, shall be safeguarded as follows:

1. The Foreign recipient Contractor shall, at all times during the performance of the Contract, hold a valid Facility Security Clearance, issued by the NSA/DSA of **the UNITED STATES of AMERICA**, at the equivalent level of CONFIDENTIAL, and hold an approved **Document Safeguarding Capability Clearance at the level of CONFIDENTIAL**.
 - i. All CANADA PROTECTED information/assets provided or generated under this Contract will continue to be safeguarded in the event of withdrawal by the recipient party or upon termination of the Contract, in accordance with the National Policies of **the UNITED STATES of AMERICA**.
 - ii. The Foreign recipient Contractor shall provide the CANADA PROTECTED information/assets a degree of safeguarding no less stringent than that provided by the Government of Canada in accordance with the National Policies, National Security legislation and regulations and as prescribed by the NSA/DSA of **the UNITED STATES of AMERICA**.
 - iii. All CANADA PROTECTED information/assets provided to the Foreign recipient Contractor pursuant to this Contract, by the Government of Canada, shall be marked by the Foreign recipient Contractor with the equivalent security classification utilized by **the UNITED STATES of AMERICA**, and in accordance with the National Policies of **the UNITED STATES of AMERICA**.
 - iv. The Foreign recipient Contractor shall, at all times during the performance of this Contract, ensure the transfer of CANADA PROTECTED information /assets be facilitated in accordance with the National Policies of **the UNITED STATES of AMERICA**, and in compliance with the provisions of the Bilateral Industrial Security Instrument between **the UNITED STATES of AMERICA** and Canada.
 - v. Upon completion of the Work, the Foreign recipient Contractor shall return to the Government of Canada, via government-to- government channels, all CANADA PROTECTED information/assets furnished or produced pursuant to this Contract, including all CANADA PROTECTED information/assets released to and / or produced by its subcontractors.
2. CANADA PROTECTED information/assets shall be released only to Foreign recipient Contractor personnel, who have a need-to-know for the performance of the Contract and who have a **Personnel Security Clearance** at the level of CONFIDENTIAL, granted by their respective NSA/DSA, in accordance with the National Policies of **the UNITED STATES of AMERICA**.
3. CANADA PROTECTED information/assets provided or generated pursuant to this Contract shall not be further provided to a third party Foreign recipient Subcontractor unless:
 - a) written assurance is obtained from the third-party Foreign recipient's NSA/DSA to the effect that the third-party Foreign recipient Subcontractor has been approved for access to CANADA PROTECTED information by the third-party Foreign recipient's NSA/DSA; and



b) written consent is obtained from the NSA/DSA of **the UNITED STATES of AMERICA**, if the third-party Foreign recipient Subcontractor is located in a third country.

4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of their respective NSA/DSA, in accordance with the National Policies of **the UNITED STATES of AMERICA**.
5. The Foreign recipient Contractor MUST NOT utilize its Information Technology systems to electronically process, produce, or store on a computer system any CANADA PROTECTED information until the NSA/DSA of **the UNITED STATES of AMERICA** has granted approval to do so. After approval has been granted in writing to the Foreign recipient Contractor, these tasks may be performed up to the level of CONFIDENTIAL.
6. The Foreign recipient Contractor shall not use the CANADA PROTECTED information/assets for any purpose other than for the performance of the Contract without the prior written approval of the Government of Canada. This approval must be obtained by contacting the Canadian DSA.
7. The Foreign recipient Contractor visiting Canadian Government or industrial facilities, under this contract, will submit a Request for Visit form to Canada DSA, through their respective NSA/DSA.
8. The Foreign recipient Contractor shall immediately report to its respective NSA/DSA all cases in which it is known or there is reason to suspect that CANADA PROTECTED information/assets furnished to or generated by the Foreign recipient Contractor, pursuant this Contract, have been lost or disclosed to unauthorized persons.
9. The Foreign recipient Contractor shall not disclose the CANADA PROTECTED information to a third party government, person, firm, or representative thereof, without the prior written consent of the Government of Canada. Such consent shall be sought through the recipient's National Security Authority/Designated Security Authority (NSA/DSA). The Canadian DSA is the Director International Industrial Security Directorate (IISD), Public Works and Government Services Canada (PWGSC).
10. The Foreign recipient Contractor shall comply with the provisions of the Bilateral Industrial Security Memorandum of Understanding between **the UNITED STATES of AMERICA** and Canada, in relation to equivalencies.
11. The Foreign recipient Contractor must comply with the provisions of the Security Requirements Check List attached at Annex _____.

The FOREIGN recipient Contractor must use the below table of equivalency in conjunction with the above paragraphs, in accordance with the National Policies of **the UNITED STATES of AMERICA** and in accordance with the provisions of the Bilateral Industrial Security Memorandum of Understanding between **the UNITED STATES of AMERICA** and Canada, in relation to the equivalencies of CANADA PROTECTED and / or CLASSIFIED information/ assets.

UNITED STATES of AMERICA & CANADA TABLE OF SECURITY CLEARANCE EQUIVALENCY	
CANADA	UNITED STATES of AMERICA
PROTECTED	No official equivalency. To be treated as CONFIDENTIAL, while in the USA.



Annex H

**REQUEST FOR A PRIVATE SECTOR ORGANIZATION
SCREENING (PSOS) - This form will be made available upon request.**



Annex "I" Security Requirements Check List