REQUEST FOR PROPOSAL NUMBER:	NRCan- 5000016332			
TITLE:	ISO 50001 support			
DATE OF SOLICITATION:	June 19 th , 2015			
SOLICITATION CLOSING DATE AND TIME:	August 4 th , 2015 at 2:00 P.M. (EDT)			
ADDRESS INQUIRIES TO CONTRACTING AUTHORITY:	Carli Grady Natural Resources Canada Procurement Officer Fax: (613) 996-1024 Email: Carli.Grady@nrcan.gc.ca			
SECURITY:	There is no security requirement associated with this solicitation.			
SEND PROPOSAL TO:	Carli.Grady@Nrcan.gc.ca			
VENDOR/FIRM NAME AND FULL POST CONTACT/TELEPHONE/FAX/EMAIL A	DDRESS:			
Name and Title of Person Author	RIZED TO SIGN ON BEHALF OF BIDDER (PLEASE PRINT):			
PROPOSAL TO: NATURAL RESOURCE	ES CANADA			
	esty the Queen in right of Canada, in accordance with the terms and to herein or attached hereto and on any attached sheets at the price(s)			
Signature of Person Authorized	to Sign on behalf of Vendor/Firm:			
	Date			



REQUEST FOR PROPOSAL (RFP)

FOR

ISO 50001 support

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 #5000016332 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 I: GENERAL INFORMATION

1. INTRODUCTION

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

Ressources naturelles

Canada

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, Task and Individual Percentage outline and Team experience per criteria.

Summary

Natural Resources Canada (NRCan) has played a leading role in the development and publication of <u>ISO 50001 – Energy Management Systems Standard.</u> NRCan continue playing an important role as an international representative on ISO Technical Committee 242 (TC 242), which is responsible for ISO 50001 development and improvements.

All parties can benefit from the globally harmonized management system and evaluation criteria from ISO/TC 242's deliverables because they: permit organizations to use an approach that has been reviewed and accepted by professionals from many different market sectors, they benefit multinational organizations to use a single, common system for evaluating and reporting energy performance everywhere, and allow other organizations to make international comparisons of program effectiveness.

The energy management standards also offer opportunities for integration with other ISO management system standards, taking into consideration the work of the Joint Technical Coordination Group on Management Systems, as appropriate. Such integration will further strengthen global harmonization of these systems.

ISO/TC 242 facilitates:

- Continual improvement in both the design and outcomes of energy management systems through its
 published documents, responding to an increasing body of data and experience that will result from
 large scale deployment and utilization of these documents and associated processes, and
- Refinement of its guidance documents on how to implement ISO 50001 for different sizes and types
 of organizations, again in response to increasing experience worldwide.
- Harmonization of governmental and private sector policy programs to support improved energy
 performance, by maintaining ISO 50001 and its other documents in ways that respond to ongoing
 comments and allow for continual improvement of these documents as well as the activities that
 they advise.

NRCan's responsibilities will include participating in ISO drafting process, to produce revised standards or guidelines with input from international experts. This involves preparing working draft documents that must pass through a number of stages of comment and approval by international representatives on ISO committee TC 242 before finalization and ratification by ISO as an international standard. NRCan will require expert assistance from an organization that is familiar with the development of standards and the ISO process

in order to fulfill its responsibilities. NRCan will also require expert assistance with respect to its duties within the ISO 50001 Canadian Standard Mirror Committee (SMC). The successful proponent is expected to maintain linkage between both committees (TC 242 and SMC) and inform the SMC about any ISO 50001 issues that might be of concern for Canada. The work will also include drafting up to two 20-40-page working documents, as requested by the SMC, in its work on promoting ISO 50001 adoption by Canadian industry.

By means of this RFP, NRCan is seeking proposals from bidders for ISO 50001 support

The period of the contract shall be from issuance till March 31st, 2016, with the option to extend the period of the contract for up to two (2) additional six (6) month periods for any and or all tasks.

This requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

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 <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) 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 (2014-09-25) 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 "Suppliers are required to" and insert "It is suggested that 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 Bidders responsibility to ensure that proposals are delivered to the following email address, by the time and date indicated on page 1 of this RFP document:

Natural Resources Canada Attention: Carli Grady Carli.Grady@nrcan.gc.ca

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.

3. ENQUIRIES - BID SOLICITATION

All enquiries must be submitted in writing to the Contracting Authority no later than July 23rd, 2015 at 12:00 PM. 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 <u>Code of Conduct for Procurement</u>, bidders are obliged to alert the contracting authority to any factual errors that they discover in bid solicitations.

4. SECURITY REQUIREMENT

There is no security requirement associated with this solicitation.

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.

9. Basis for Canada's Ownership of Intellectual Property

The Contractor will take ownership of the Foreground Information arising from the performance of the work in accordance with the Treasury Board Policy on Intellectual Property. For reference, the Treasury Board Site is: http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=13697

10. BID PREPARATION INSTRUCTIONS

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 – 1 soft copy

Section II: Financial Bid - 1 soft 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 soft copy)

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.

14.1 Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders 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 solitarily liable for the performance of any resulting contract awarded as a result of a joint venture.)

14.2 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.

14.3 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.

14.4 Section III: Certifications

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

PART 3 - EVALUATION PROCEDURES AND BASIS OF SELECTION

Canada

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.
- The proposed successful bidder will be determined in accordance with the contractor selection method (c) stated in this Part.
- All proposals shall be treated as CONFIDENTIAL and will be made available only to those individuals (d) 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.
- 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.

RIGHTS OF NRCAN 12.

NRCan reserves the right to:

- seek clarification or obtain verification of statements made in a proposal;
- reject any or all proposals received in response 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
- 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.

13. **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 (60%) and price (40%) will be recommended for award of a contract. See the following example table below.

Example of 60% Technical Merit and 40% Price Determination			
	Bidder 1	Bidder 2	Bidder 3



Technical Points Achieved by Bidder	88	82	76				
Total Tendered Price Inclusive of Optional Periods Quoted by Bidder	\$160,000	\$150,000	\$140,000				
	CALCULA	TIONS					
	Technical Points Rated Price Points Total Points Achieved Achieved Achieved						
Bidder 1	88 X 60 = 60.00 *88	**140 X 40 = 35.00 160	95.00				
Bidder 2	82 X 60 = 55.91 *88	**140 X 40 = 37.33	93.24				
Bidder 3	<u>76</u> X 60 = 51.82 *88	**140 X 40 = 40.00	91.82				
* Represents the higher ** Represents the lower							

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.

14. 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:

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

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 Carli.Grady@NRCan-RNCan.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. You 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.gc.ca. You 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.

16. STATEMENT OF WORK

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

17. 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 Professional Services Medium Complexity 2010B (2014-09-25);
- (c) Intellectual Property
- (d) The supplemental general conditions identified herein;
- (e) Annex "A", Statement of Work;
- (f) Annex "B", Basis of Payment; (to be included at contract award)
- (g) The Contractor's bid dated _____ (insert date of bid)

Term of Contract

3.1 Period of the Contract

The period of the Contract is from date of Contract award to March 31st, 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 *two* (2) additional *six* (6) month periods in whole or in part based on the task as outlined in Annex C, 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.

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 <u>Standard Acquisiton Clauses and Conditions Manual https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</u>) issued by Public Works and Government Services Canada.

4.1 General Conditions

Conditions - Professional Services - Medium Complexity 2010B (2014-09-25) apply to and form part of the Contract with the modifications to the text below. If there is a conflict between the provisions of 2010B and this document, this document prevails.

 As applicable, replace references to Public Works and Government Services Canada (PWGSC) with Natural Resources Canada (NRCan).

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

The Contractor will take ownership of the Foreground Information arising from the performance of the work in accordance with the Treasury Board Policy on Intellectual Property. For reference, the Treasury Board Site is: http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=13697

SACC Manual clause 4006 - Contractor to Own Intellectual Property Rights in Foreground Information (2010-08-16).

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
- 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 (if applicable; not required if limited to Canadian suppliers)

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.

Security Requirement

There is no security requirement associated with this solicitation.

Canada

18. **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.
19. 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 a firm price as specified in 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

7.2 **Method of Payment**

Work.

Against invoices submitted as per the milestone schedule identified in Annex "C" and in accordance with the Basis of Payment and certification by the Project Authority that work performance was satisfactory and acceptable.

Payment by Her Majesty, 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.

20. INVOICING INSTRUCTIONS

Invoices shall be submitted using one of the following methods:

E-mail: OR Fax:

Invoicing@NRCan.gc.ca Local NCR region: 613-947-0987

Toll-free: 1-877-947-0987

Note:

Attach "PDF" file. No other formats will be **Note:**

accepted 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: insert SAP PO #

21. 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.

22. 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.)

23. 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

SW.1.0 TITLE: ISO 50001 Support

SW.2.0 BACKGROUND

Better energy management has the potential to unlock immense savings in costs and environmental degradation. These benefits are available to organizations as well as to municipalities, nations and the world as a whole. Standardized energy management offers the prospect of enhancing and accelerating the realization of these benefits, both inherently and through their use as the basis of national or regional energy or economic development policies.

Businesses or similar organizations can benefit from:

- The availability of a widely accepted International Organization for Standardization (ISO) standard, ISO 50001:2011. that promotes the use of energy management systems,
- ISO Standards and Guidance documents that explain how to implement effective energy management, and
- ISO standards that harmonize quantitative methods for evaluating energy performance globally, incorporating a common system for managing energy and evaluating and reporting the concept of continual improvement, which is also a principal feature of ISO 9001 and 14001 standards.

Natural Resources Canada (NRCan) has played a leading role in the development and publication of <u>ISO 50001 – Energy Management Systems Standard.</u> NRCan continue playing an important role as an international representative on ISO Technical Committee 242 (TC 242), which is responsible for ISO 50001 development and improvements.

All parties can benefit from the globally harmonized management system and evaluation criteria from ISO/TC 242's deliverables because they: permit organizations to use an approach that has been reviewed and accepted by professionals from many different market sectors, they benefit multinational organizations to use a single, common system for evaluating and reporting energy performance everywhere, and allow other organizations to make international comparisons of program effectiveness.

The energy management standards also offer opportunities for integration with other ISO management system standards, taking into consideration the work of the Joint Technical Coordination Group on Management Systems, as appropriate. Such integration will further strengthen global harmonization of these systems.

ISO/TC 242 facilitates:

- Continual improvement in both the design and outcomes of energy management systems through its
 published documents, responding to an increasing body of data and experience that will result from
 large scale deployment and utilization of these documents and associated processes, and
- Refinement of its guidance documents on how to implement ISO 50001 for different sizes and types of organizations, again in response to increasing experience worldwide.
- Harmonization of governmental and private sector policy programs to support improved energy
 performance, by maintaining ISO 50001 and its other documents in ways that respond to ongoing
 comments and allow for continual improvement of these documents as well as the activities that they
 advise.

NRCan's responsibilities will include participating in ISO drafting process, to produce revised standards or guidelines with input from international experts. This involves preparing working draft documents that must pass through a number of stages of comment and approval by international representatives on ISO committee TC 242 before finalization and ratification by ISO as an international standard. NRCan will require expert assistance from an organization that is familiar with the development of standards and the ISO process in order to fulfill its responsibilities. NRCan will also require expert assistance with respect to its duties within the ISO 50001 Canadian Standard Mirror Committee (SMC). The successful proponent is expected to

maintain linkage between both committees (TC 242 and SMC) and inform the SMC about any ISO 50001 issues that might be of concern for Canada. The work will also include drafting up to three 30-page working documents, as requested by the SMC, in its work on promoting ISO 50001 adoption by Canadian industry.

Qualifications

The tender must demonstrate that the organization, as well as the individuals assigned to the project, have the following qualifications and must maintain those qualifications during the duration of the contract:

Organisation

- Accreditation by the Standards Council of Canada as a standards development organization.
- Publication of at least 10 standards that deal with management of energy or environment.

Individuals

- In depth knowledge of the ISO development process, including the ISO Directives
- Ability to use the required ISO IT tools.
- A minimum of 5 years of experience in managing ISO Secretariats.
- Knowledge of the roles of the ISO officers and other players.
- The ability to organize quickly to accommodate the ISO projects.
- Knowledge and experience with communication, outreach and promotion best practices for management standard uptake.

SW.3.0 OBJECTIVES

The purpose of this RFP is to hire an organization to provide the above mentioned services in support of NRCan's responsibilities including:

- Advise NRCan on its TC-242 duties and related linkage between the TC 242 and the SMC committees.
- 2) Draft up to two (2) 20-40-page documents related to the SMC work on the ISO 50001 standard uptake promotion.

SW.4.0 PROJECT REQUIREMENTS

Tasks, Deliverables, Milestones and Schedule

Task/Activities	Deliverables/Milestones	Time Schedule
#1. Activities related to ISO 50001 Standards Revision within	 Participate in TC 242 international and US bilateral meetings. Note that these meetings will occur via teleconference; no travel costs are covered within the course of this contract. An average of two meetings a month is expected (each 60-90 minutes in length). 	From contract awarding to March 31 2016.
TC 242	 Provide expert advice on the ISO standards development process. 	
	 Assist the ISO/TC 242 project team to understand its duties in accordance with the ISO process and on procedures associated with the progression of the projects. 	
	 Facilitate information exchanges and sharing of experiences and good practices among committee members. 	
	 Inform, as needed, committee members about any development or changes (e.g. ISO Directive) that may impact projects and advise on procedures, approaches and deadlines to follow, as well as inputs to be provided and decisions to be taken. This may include, but is not be limited to, providing 	



	 advice to the committee on procedures associated with the progression of ISO 50001 standard revision to High Level Structure (HLS), a standardized way of drafting future ISO management system standards Represent Canadian membership and points of view at TC 242 meetings. 	
#2. Linkage between ISO/TC 242 and SMC	 Prepare periodic progress reports on ISO/TC 242 work to SMC and on SMC positions to ISO/TC 242. Assign document review responsibilities. Monitor schedules for input, advise the committee of approaching deadlines, and expedite their input to ensure timely completion of the activity. Maintain awareness on the part of the SMC of ongoing ISO standard development, potential issues that may affect ISO 50001 and or Canada, areas requiring Canadian engagement, distribute ballots and ballot reports, monitor and make the SMC aware of deadlines, and organize Canadian attendance at meetings of the ISO TC 242. Inform, as needed, committee members about any development or changes (e.g. ISO Directive) that may impact the SMC or Canada. Provide advice to the committee on procedures associated with the progression of the review of the ISO 50001 standard. Facilitate information exchange and sharing of experiences and good practices among committee members. Indicate documents that are necessary for discussion during meetings. Identify and highlight documents require discussion during meetings, as well as key considerations to be taken into account 	From contract awarding to March 31 2016.
#3. Activities Related to SMC	 Set, coordinate and attend monthly SMC teleconference meetings, take minutes and circulate to SMC members. An average of two meetings a month is expected (each 60-90 minutes in length). Assist the project team (SMC) to understand its duties in accordance with the ISO process and on procedures associated with the progression of the projects. Facilitate the sharing of diverse opinions among members of the SMC and provide guidance on issues and areas of concern. Provide relevant material from the international arena, including national standards, guideline, etc. and indicate when and why SMC members should read or provide comment. 	From contract awarding to March 31 2016.
#4A. SMC Secretariat	Prepare a draft document as required by SMC that will be in the range of 20 – 40 pages long. It will be a working document to help focus the committee's thoughts and actions on specific projects supporting ISO 50001 uptake. Examples of what the document could be are: communication strategy, report on the	From contract awarding to March 31 2016.

	level of uptake of ISO 50001 or other EnMS nationally or internationnally, a survey study, a business case framework, etc. Therefore it will require limited research. Three versions of the document will be requested. The first draft, mostly a detailed outline, will structure the committee ideas and highlight gaps, required information, constraints, etc. The second draft will integrate comments received on the first draft and add the substance provided by the committee to the outline, in other words, meat to the bones. The third and final draft will integrate the committee comments into the second draft. When applicable, the draft will be developed in the ISO format and in accordance with ISO Directives.	
#4B. SMC Secretariat	Prepare a draft document as required by SMC that will be in the range of 20 – 40 pages long. It will be working documents to help focus the committee's thoughts and actions on specific projects supporting ISO 50001 uptake. The document could be a communication strategy, report on the level of uptake of ISO 50001 or other EnMS nationally or internationally, a survey study, a business case framework, etc. Therefore it will require limited research. Three versions of the document will be requested. The first draft, mostly a detailed outline, will structure the committee ideas and highlight gaps, required information, constraints, etc. The second draft will integrate comments received on the first draft and add the substance provided by the committee to the outline, in other words, meat to the bones. The third and final draft will integrate the committee comments into the second draft. When applicable, the draft will be developed in the ISO format and in accordance with ISO Directives.	From contract awarding to March 31 2016.

SW.4.2 Reporting Requirements

In order to adequately monitor deliverables, the contractor must provide a monthly project report describing what was accomplished in the month and what will be undertaken in the next month. The project report must be approved by the Project Manager. If the work accomplished is judged as being significantly different than its description in this statement of work, both the Project Manager and/or Contractor may use the monthly project reports to reassess the workload or to assess whether the contract may need to be amended.

SW.4.3 Method and Source of Acceptance

All deliverables and services rendered under any contract are subject to inspection by the Project Authority. The Project Authority shall have the right to reject any deliverables that are not considered satisfactory, or require their correction before payment will be authorized.

SW.5.0 OTHER TERMS AND CONDITIONS OF THE SOW

SW.5.1 Location of Work, Work Site and Delivery Point

The contractor would provide its own work place. NRCan would provide teleconference service. Information would be exchanged and delivered via e-mails or through ISO IT tools.

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 considerations. 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 2001 to December 2001; project two time frame is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.

Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
Mandato	Mandatory requirements for the Organization/Bidder (M1-M4)		
M1	The bidder must have an accreditation by the Standards Council of Canada as a standards development organization.		
	Proof of this accreditation to be provided with the Bidder's proposal.		
M2	The bidder must have published at least 10 standards that deal with management of energy or environment.		
	Proof of these publications to be provided with the Bidder's proposal.		
М3	The Bidder must submit a task outline (Please utilize provided table at Appendix E) based on tasks presented in the SoW. It must include:		
	 Identifies each individual working on each task. Identifies the percent of the work to be accomplished by each individual involved in the proposed team 		

Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
M4	The bidder must submit a detailed résumé for each individual to be working on this requirement.		
	Please include within résumés at minimum, professional experience in month/year and education.		
Mandato	ory Requirements for the ISO Secretariat (M5-M7)		
(Experie	ence required for teams members assigned to Set 1 of tasks: tasks 1	<u>, 2 and 3</u>)	
Fynerie	nce will be evaluated using résumés and weighed base on the fraction	on or nercer	nt of work
	complish by each team member provided in Appendix E and as illus		
to be ac	The proposed resource(s) have combined minimum experience working on 3 international secretariats for the development of ISO		
to be ac	The proposed resource(s) have combined minimum experience working on 3 international secretariats for the development of ISO standards within the last 10 years. The proposed resource(s) must have a combined minimum of 10 years of experience in developing consensus and non-consensus standards, codes of practice or specifications that contain rules and		
M5 M6	The proposed resource(s) have combined minimum experience working on 3 international secretariats for the development of ISO standards within the last 10 years. The proposed resource(s) must have a combined minimum of 10 years of experience in developing consensus and non-consensus standards, codes of practice or specifications that contain rules and guidelines. The proposed resource(s) must have a combined minimum of 5		

Mandatory requirement for Communication and outreach (M8 & M9)

(Experience required for teams members assigned to Set 2 of tasks: task 4a and 4b)

Experience will be evaluated using résumés and weighed base on the fraction or percent of work to be accomplish by each team member provided in Appendix E and as illustrated in Appendix F.

M8	The proposed resource(s) must have a <u>combined minimum of 5</u> <u>years experience</u> , within the past 10 years, in communication, outreach and promotion best practices of for management standards' uptake.		
	uptake.		ĺ

Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
М9	The proposed resource(s) must have a <u>combined minimum of 10 years</u> ' experience in <u>any or a combination</u> of the following: A) Designing stakeholder engagement processes through tools such as a communication and outreach strategy. B) Strategic policy and program design C) Other promotion best practices		

B2 Point Rated Technical Criteria

The criteria contained herein will be used by NRCan to evaluate each proposal that has met all of the mandatory criteria. Bidders are advised to address these criteria in the following order and in sufficient depth in their proposals to enable 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.

Proposals must achieve the stated minimum points required for rated criterion to be assessed as responsive under the point rated technical criteria section; proposals not meeting the minimum required points will be deemed non-responsive.

Only those proposals which are responsive (compliant) with all of the mandatory criteria and then achieve (or exceed) the stated minimum points required for the point rated technical criteria section (which is equivalent 66 points of the total points available) will be further considered for award of a contract. Proposals not meeting the minimum points required will be deemed non-responsive.

Item	Rated Criterion	Points Breakdown	Max Points	Bidder Score	Proposal Page	Comments
	requirements for the Organization/Bid					
R1	The Bidders publications presented in M2 Further to requirement M2, the bidder will be awarded points for additional published standards that deal with management of energy or environment.	11 – 15 std. 3 16 – 20 std. 5 21 – 25 std. 7 > 25 std. 10	10			
(Expe	Requirements for the ISO Secretariat (rience required for teams members ass ience will be evaluated using résumés per provided in Appendix E and as illus	signed to Set 1 of task and weighed base on				to be accomplish by each team
R2	The proposed resource experience presented in M4 and M5. Further to requirement M5, the proposed resource will be awarded points for additional experience working on international secretariats for the development of ISO standards (in excess of 3)	4 - 5 secretariats 5 6 - 7 secretariats 10 > 7 secretariats 15	15			
R3	The proposed resource experience presented in M4 and M6. Further to M6 requirement, the bidder will be awarded points for additional year(s) of experience in developing consensus and non-consensus standards, codes of practice or specifications that contain rules and guidelines (in excess of 10).	11 – 15 years 3 16 – 20 years 5 21 – 25 years 7 > 25 years 10	10			
R4	The proposed resource experience presented in M4 and M7. Further to M7 requirement, the bidder will be awarded points for additional year(s) of experience in	6-10 years 3 11-15 years 5 16-20 years 7 > 20 years 10	10			

year(s) of experience (in excess of 10)

a) Designing stakeholder engagement

	A) Project management conducting stakeholder meetings involving major players that include governments, industry, NGO's, academia or universities (in excess of 5 years).							
R5	The proposed resource experience presented in M4 and M7. Further to M7 requirement, the bidder will be awarded points for additional year(s) of experience in B) Manage communication within various working groups and identify issues and follow-up items to each other (in excess of 5 year).	6-10 years 11-15 years 16-20 years > 20 years	3 5 7 10	10				
(Expe	requirement for Communication and or rience required for teams members assistence will be evaluated using Appendix F	signed to Set 2	of task		·	ercent of we	ork to be accomplish by each tean	1
(Expe	rience required for teams members as	signed to Set 2	of task		·	ercent of wo	ork to be accomplish by each tean	n

processes through tools such as a communication and outreach strategy b) Strategic policy and program design c)Other promotion best practices				
Total Points Available		100		
Total Points needed to be Considered Comp	liant (66%)	66		

Example Table of how NRCan will be determining experience levels in M5, M6, M7, M8, M9 & R2, R3, R4, R5, R6 & R7 THIS IS JUST FOR EXAMPLE- PLEASE USE APPENDIX-E for completing task table required in M3

A fictitious team is proposing the following:

Joe Smith will be completing 30% and Anonymous will be completing 70% of the work on SET 1 of tasks. Anonymous will also work with Jane Do on SET 2. Table A1 shows the percent of work (number of hours over the total number of hours to accomplish this set of task) to be accomplish by each individual on each SET of tasks.

For purposes of determining the teams combined required experience in M5,M6, M7 (related to SET 1 tasks) and M8, M9 (related to SET 2 tasks), NRCan will utilize table A2 and the information in the provided résumés.

In this example:

Joe Smith has experience in 12 secretariats in M5, 25 years' experience in M6, 30 years' experience in M7A and 20 years' Experience in M7B. Anonymous has experience in 1 year secretariat in M5, 5 years' experience in M6, 10 years' experience in M7A and 10 years' Experience in M7B. In order to determine the teams combined experience, we will multiply their years' experience by the percentage they will be contributing to the related tasks.

See example tables A1 and A2 below for calculations.

A1 - Team individuals' task outline in percent/Fraction of task-EXAMPLE

	<u>SET 1</u>	SET 2
Tasks	Activities related to ISO 50001 Standards Revision within TC 242,	
Individuals	2. Linkage between ISO/TC 242 and	4a SMC Secretariat 4b SMC Secretariat

	SMC, and 3 Activities Related to SMC	
Joe Smith	30 % (0.3)	0
Jane Do	0	40 % (0.4)
Anonymous	70 % (0.7)	60 % (0.6)
TOTAL	100	100

A2 - Team experience per criteria-EVALUATION (EXAMPLE)

Tasks	M5- Experience working on international secretariats for the	M6 Standard development	M7 Project managem	ent	M8 Communicati on, outreach and promotion	M9 Promotion best practices
Individuals	development of ISO standards.		A	В	best practices of standards	
Joe Smith	12 secretariats	25 yrs	30 yrs	20 yrs	NA	NA
Jane Do	NA	NA	NA	NA	25 yrs	25 yrs
Anonymous	1 secretariats	5 yrs	10 yrs	10 yrs	0	5 yrs
TOTAL	0.3x12 + 0.7x1 = 4.3	0.3x25 + 0.7x5 = 11	0.3x30 + 0.7x10 = 16	0.3x20 + 0.7x10 = 13	0.4x25 + 0.6x0 = 10	0.4x25 + 0.6x5 = 13
Minimum required	3 secretariats	10 years	5 years	5 years	5 years	10 years
Pass/Fail	Р	Р	Р	Р	Р	Р
Rated Score	5	3	7	5	5	15

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 **FUNDING LIMITATION**

C3.1

NRCan has allocated a maximum of \$80,000.00 in funding for this requirement, for the initial contract period (excluding the option periods); Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is extra to the Funding Limitation; any bids received in excess of this maximum funding will be automatically deemed non-responsive and will not be evaluated.

C3 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.

Milestone Payments Bidder tendered all inclusive firm price to perform the work is \$_____. The firm price per task is based on a level of effort of approximately 8 months.

Milestone # /	Description of Milestone/Took	Milestone Firm Price
Task #	Description of Milestone/ Task	(GST/HST excluded)

1	 Participate in TC 242 international and US bilateral meetings. Note that these meetings will occur via teleconference; no travel costs are covered within the course of this contract. An average of two meetings a month is expected (each 60-90 minutes in length). Provide expert advice on the ISO standards development process. 	\$
	 Assist the ISO/TC 242 project team to understand its duties in accordance with the ISO process and on procedures associated with the progression of the projects. 	
	 Facilitate information exchanges and sharing of experiences and good practices among committee members. 	
	• Inform, as needed, committee members about any development or changes (e.g. ISO Directive) that may impact projects and advise on procedures, approaches and deadlines to follow, as well as inputs to be provided and decisions to be taken. This may include, but is not be limited to, providing advice to the committee on procedures associated with the progression of ISO 50001 standard revision to High Level Structure (HLS), a standardized way of drafting future ISO management system standards	
	 Represent Canadian membership and points of view at TC 242 meetings. 	
2	Prepare periodic progress reports on ISO/TC 242 work to SMC and on SMC positions to ISO/TC 242.	\$
	 Assign document review responsibilities. Monitor schedules for input, advise the committee of approaching deadlines, and expedite their input to ensure timely completion of the activity. 	
	 Maintain awareness on the part of the SMC of ongoing ISO standard development, potential issues that may affect ISO 50001 and or Canada, areas requiring Canadian engagement, distribute ballots and ballot reports, monitor and make the SMC aware of deadlines, and organize Canadian attendance at meetings of the ISO TC 242. 	
	 Inform, as needed, committee members about any development or changes (e.g. ISO Directive) that may impact the SMC or Canada. 	
	 Provide advice to the committee on procedures associated with the progression of the review of the ISO 50001 standard. 	
	Facilitate information exchange and sharing of experiences and good practices among committee members. Indicate documents that are necessary for discussion during meetings.	
	 Identify and highlight documents require discussion during meetings, as well as key considerations to be taken into account 	



3	 Set, coordinate and attend monthly SMC teleconference meetings, take minutes and circulate to SMC members. An average of two meetings a month is expected (each 60-90 minutes in length). Assist the project team (SMC) to understand its duties in accordance with the ISO process and on procedures associated with the progression of the projects. Facilitate the sharing of diverse opinions among members of the SMC and provide guidance on issues and areas of concern. Provide relevant material from the international arena, including national standards, guideline, etc. and indicate when and why SMC members should read or provide comment. 	\$
4a	Prepare a draft document as required by SMC that will be in the range of 20 – 40 pages long. It will be a working document to help focus the committee's thoughts and actions on specific projects supporting ISO 50001 uptake. Examples of what the document could be are: communication strategy, report on the level of uptake of ISO 50001 or other EnMS nationally or internationnally, a survey study, a business case framework, etc. Therefore it will require limited research. Three versions of the document will be requested. The first draft, mostly a detailed outline, will structure the committee ideas and highlight gaps, required information, constraints, etc. The second draft will integrate comments received on the first draft and add the substance provided by the committee to the outline, in other words, meat to the bones. The third and final draft will integrate the committee comments into the second draft. When applicable, the draft will be developed in the ISO format and in accordance with ISO Directives.	\$
4b	Prepare a draft document as required by SMC that will be in the range of 20 – 40 pages long. It will be working documents to help focus the committee's thoughts and actions on specific projects supporting ISO 50001 uptake. The document could be a communication strategy, report on the level of uptake of ISO 50001 or other EnMS nationally or internationally, a survey study, a business case framework, etc. Therefore it will require limited research. Three versions of the document will be requested. The first draft, mostly a detailed outline, will structure the committee ideas and highlight gaps, required information, constraints, etc. The second draft will integrate comments received on the first draft and add the substance provided by the committee to the outline, in other words, meat to the bones. The third and final draft will integrate the committee comments into the second draft. When applicable, the draft will be developed in the ISO format and in accordance with ISO Directives.	\$
	Total Firm Price	\$



NRCan is requesting that bidders submit firm prices for the two (2) option periods of six (6) months each below. NRCan reserves the right to exercise these option periods in whole or in part based on the individual task.

Milestone #	Option Period 1 April 1 st - Oct 31 st , 2016	Milestone Firm Price (GST/HST excluded)
1	See Task #1 description	\$
2	See task #2 description	\$
3	See Task #3 description	\$
4a	See task #4a description	\$
4b	See task #4b description	\$
	Total Firm Price	\$

Milestone #	Option Period 2 November 1 st , 2016- March 31 st , 2017	Milestone Firm Price (GST/HST excluded)
1	See Task #1 description	\$
2	See task #2 description	\$
3	See Task #3 description	\$
4a	See task #4a description	\$
4b	See task #4b description	\$
	Total Firm Price	\$

Bidder Total Tendered Price C3.4

Bidder total tendered price to perform the work from contract award to March 31 st , 2016	\$
Bidder total tendered price for optional periods (April 1 st – March 31 st 2017)	\$
Bidder total tendered price inclusive of optional periods to be used for evaluation.	\$

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 – Certification Select only one of the following two certifications and delete the other)

Federal Contractors Program for Employment Equity - over \$25,000 and below \$200,000

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal 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.

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;
(d)	() has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows:

Furtl	her information o	on the <u>FCP</u> is available on t	he HRSDC Web site.					
Signa	ature of Authorize	d Company Official	Date	_				
OR								
Fede	eral Contractor	s Program for Employme	nt 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.							
	Canada (HRS solicitation of I ineligible control voluntary with 100 employee	DC) are no longer eligible to bids as set out in the Governactors either as a result of a drawal from the FCP for a result of s. Any bids from ineligible of the control of	ble contractors by Human Resources and So receive government contracts over the three thre	eshold for by be declared following their force to less than				
2.	valid certificate	e number confirming its adh gned form <u>LAB 1168</u> , Certifi	otions enumerated in 3.(a)or (b) below, or do erence to the FCP, the Bidder must fax (819 cate of Commitment to Implement Employm	9-953-8768) a				
3.	The Bidder, or FCP, as follow		ure the member of the joint venture, certifies	s its status with the				
	The Bidder or	the member of the joint ven	iture					
	(a) (P, having a workforce of less than 100 full- and/or temporary employees having worke					
	(b) () is not subject to the FC Act, S.C. 1995, c. 44;	P, being a regulated employer under the En	nployment Equity				
	(c) (or part-time permanent weeks or more in Cana	ments of the FCP, having a workforce of 10 employees, and/or temporary employees had, but has not previously obtained a certified on requirements of \$200,000 or more), in whitment is attached;	aving worked 12 cate number from				
	(d) (and has a valid certificate number as follows an ineligible contractor by HRSDC.)	: (e.g.				

Further information on the $\underline{\mathsf{FCP}}$ is available on the HRSDC Web site.

Circulation of Authorized Community Official	D-4-	
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

s the Bidder a F	PS w	ho rece	eived a	lump sum	payment	pursuant to	the term	ns of a w	ork force	reduction
orogram? YES (-		•				

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.

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	
oid, particularly the information pertaining to eductoristic by the Bidder to be true and accurate. Fu	led in the résumés and supporting material submitted with its cation, achievements, experience and work history, has been rthermore, the Bidder warrants that every individual pable of performing the Work described in the resulting
Signature of Authorized Company Official	Date
5. CONTRACTUAL CAPACITY AND JOINT VENTUR	RE 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.

<u>Joint Venture</u> - 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 solitarily 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 - TASK AND INDIVIDUAL PERCENTAGE OUTLINE (TO BE COMPLETED FOR M3)

Instructions:

Please propose a maximum of three (3) individuals per Set of Tasks.

Individuals may be proposed for either or both Set of Tasks.

Please ensure to insert individual name in left column, percentage of their contribution under the Set of Tasks (middle and right column)

Each Set of Tasks percentage of contribution should equal 100%.

Tasks Proposed Individuals	SET 1 1.Activities related to ISO 50001 Standards Revision within TC 242, 2.Linkage between ISO/TC 242 and SMC, and 3.Activities Related to SMC	SET 2 4a SMC Secretariat 4b SMC Secretariat
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
TOTAL	100	100

ANNEX F — TEAM EXPERIENCE PER CRITERIA-EVALUATION- TO BE COMPLETED BY EVALUATORS DURING EVALUATION

Tasks	M5 Experience working on international secretariats for	M6 Standard development	M7 Project managem	ent	M8 Communication, outreach and promotion best practices of	M9 Promotion best practices
Proposed Individuals	the development of ISO standards.		А	В	standards	
TOTAL						
Minimum required	3 secretariats	10 years	5 years	5 years	5 years	10 years