



<p>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:</p> <p>Bid Receiving - Environment Canada / Réception des soumissions – Environnement Canada</p> <p>Mailroom 171 Jean-Proulx Gatineau, Quebec J8Z 1W5</p> <p>BID SOLICITATION DEMANDE DE SOUMISSIONS</p> <p>PROPOSAL TO: ENVIRONMENT CANADA</p> <p>We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p> <p>SOUSSION À: ENVIRONNEMENT CANADA</p> <p>Nous offrons d'effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).</p>	<p>Title – Titre EXPERT REVIEW MODELING WORKSHOP</p>	
	<p>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP 5000018437</p>	
	<p>Date of Bid solicitation (2015-11-02) – Date de la demande de soumissions (2015-11-02)</p>	
	<p>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)</p> <p>at – à 2:00 P.M. on – le December 14, 2015</p>	<p>Time Zone – Fuseau horaire Eastern Standard Time EST</p>
	<p>F.O.B – F.A.B</p>	
	<p>Address Enquiries to - Adresser toutes questions à Josee.francoeur@ec.gc.ca</p>	
	<p>Telephone No. – N° de téléphone 819-938-3822</p>	<p>Fax No. – N° de Fax</p>
	<p>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ)</p>	
	<p>Destination - of Services / Destination des services</p>	
	<p>Security / Sécurité</p>	
<p>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</p>		
<p>Telephone No. – N° de téléphone</p>	<p>Fax No. – N° de Fax</p>	
<p>Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</p>		
<p>Signature</p>	<p>Date</p>	

TABLE OF CONTENTS

TITLE

PART 1 - GENERAL INFORMATION

1. Introduction
2. Summary
3. Debriefing

PART 2 - BIDDER INSTRUCTIONS

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

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

1. Certifications Required with the Bid

PART 6 – SECURITY AND OTHER REQUIREMENTS

1. Security Requirement

List of Attachments:

Attachment 1 to Part 3, Financial Bid Presentation Sheet

Attachment 1 to Part 4, Mandatory Technical Criteria

PART 7 - RESULTING CONTRACT

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

10. Applicable Laws
11. Priority of Documents
12. Insurance Requirements

List of Annexes:

- Annex A Statement of Work
- Annex B Basis of Payment

PART 1 - GENERAL INFORMATION

1. Introduction

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

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

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

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

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

Part 5 Certifications: includes the certifications to be provided;

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

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

The Attachments include, a Confidentiality Agreement, the Information - Ontario Labour Legislation, Financial Bid Presentation Sheet, Mandatory Technical Criteria.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, Insurance Requirements, the Schedule of Milestones, and any other annexes.

2. Summary

2.1 Environment Canada has a requirement to assist in the planning and implementation of an expert review process aimed at the external review of Environment Canada's integrated energy, emissions and economic modeling framework and its associated projections reported in Canada's Emissions Trends, as detailed in the Statement of Work, Annex A to the bid solicitation. The period of the contract is from date of contract award to **March 31, 2016**.

2.2 There is no security requirement associated with this requirement.

2.3 Bidders must provide a list of names, or other related information as needed, pursuant to section 01 Integrity Provisions of Standard Instructions 2003.

2.4 For services requirements, bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.

3. Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

The 2003, 2014-09-25 Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The standard instructions 2003 are modified as follows:

Under “Text” at 02:

Delete: “Procurement Business Number”

Insert: “Deleted”

At Section 02 Procurement Business Number

Delete: In its entirety

Insert: “Deleted”

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

Delete: In its entirety

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

At Section 06 Late Bids:

Delete: “PWGSC”

Insert: “Environment Canada”

At Section 07 Delayed Bids:

Delete: “PWGSC”

Insert: “Environment Canada”

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

Delete: In its entirety

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

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

Delete: In their entirety

Insert: “Deleted”

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

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

Insert: “Deleted”

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

Delete: In its entirety
Insert: "Deleted"

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

Delete: "sixty (60) days"

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

The standard instructions 2004 are modified as follows:

Under "Text" at 02:

Delete: "Procurement Business Number"

Insert: "Deleted"

At Section 02 Procurement Business Number

Delete: In its entirety

Insert: "Deleted"

At Section 07 Rejection of Bid, Subsection 07 (1) a. and b.:

Delete: In their entirety

Insert: "Deleted"

At Section 10 Joint Venture, Subsection 10 (1b):

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

Insert: "Deleted"

2. Submission of Bids

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

3. Former Public Servant – Competitive Bid

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

Definitions

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

- a. an individual;

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

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

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

Former Public Servant in Receipt of a Pension

As per page 7, definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;

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

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

4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

5. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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

8. Basis for Canada's Ownership of Intellectual Property

The Crown has determined that any intellectual property arising from the performance of the Work under the Contract will vest in Canada, on the following grounds:

- 6.4 Where the main purpose of the Crown Procurement Contract, or of the deliverables contracted for, is:

6.4.1 To generate knowledge and information for public dissemination;

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid (3 hard copies),

Section II: Financial Bid (1 hard copy),

Section III: Certifications (1 hard copies)

Section IV: Additional Information (3 hard copies)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

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

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

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>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and 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; and
- (3) print on both sides of the paper.

Section I: Technical Bid

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

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

Section II: Financial Bid

- 1.1** Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet as seen in attachment 1 to part 3. The total amount of Applicable Taxes must be shown separately.
- 1.2** Bidders must submit their financial bid in Canadian funds and in accordance with the Financial Bid Presentation Sheet as seen in attachment 1 to part 3. The total amount of Applicable Taxes must be shown separately.
- 1.3** Bidders must submit their price and, rates, FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.

1.4 Price Breakdown

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

- (a) Professional fees: For each individual and (or) labour category to be assigned to the Work, the bidders should indicate: i) the firm hourly rate or the firm daily rate, inclusive of overhead and profit; and ii) the estimated number of hours or days, as applicable. The bidders should indicate the number of hours in one working day.
- (b) Equipment (if applicable): The bidders should specify each item required to complete the Work and provide the pricing basis of each one, Canadian customs duty and excise taxes included, as applicable.
- (c) Materials and Supplies (if applicable): The bidders should identify each category of materials and supplies required to complete the Work and provide the pricing basis. The Bidder should indicate, on a per category basis, whether the items are likely to be consumed during the performance of any resulting contract.
- (d) Travel and Living Expenses (if applicable): The bidders should indicate the number of trips and the number of days for each trip, the cost, destination and purpose of each journey, together with the basis of these costs without exceeding the meal, private

vehicle and incidental expenses provided in Appendices B, C and D of the *National Joint Council Travel Directive* and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

- (e) Subcontracts (if applicable): The bidders should identify all of the proposed subcontractors and provide in their financial bid for each one a price breakdown.
- (f) Other Direct Charges (if applicable): The bidders should identify all of the categories of other direct charges anticipated, such as long distance communications and rentals, providing the pricing basis for each and explaining the relevance to the work described in Part 7 of the bid solicitation.
- (g) Applicable Taxes: The bidders should indicate the Applicable Taxes separately.

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

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

Section III: Certifications

Bidders must submit the certifications required under Part 5.

**ATTACHMENT 1 TO PART 3 -
FINANCIAL BID**

<p>From Contract signature to 31 March 2016</p> <p>Bidder's Grand Total Price excluding applicable taxes=</p> <p>(grand total includes payment to external reviewers, workshop logistics plus payment for professional services and facilitative services)</p>	<p>\$ _____</p>
---	------------------------

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

Evaluation Procedures

Basis of Selection – highest technical score within budget.

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) Bids must obtain the minimum required of 70% for the rated criteria

Bids not meeting **a** and **b** will be declare non responsive. The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement.

An evaluation team composed of representatives of Environment Canada will evaluate the bids.

If no acceptable bids are received, Environment Canada reserves the right to not award this contract.

Proposals will be evaluated in accordance with the requirements listed below. Proposals that do not obtain a minimum of 70 for the technical evaluation will be rejected. The proposal with the highest technical score within the prescribed budget limit will be selected. (determined by dividing the bid price by the total points achieved in the evaluation of the bidders proposal)

Evaluation Criteria	Maximum Points	Bidder's Score
R-1 Company and Team (35 points)		
a) Demonstrated experience of managing external review processes.	10	
b) Demonstrated experience in preparing summary reports emanating from workshops and external review processes.	15	
c) Demonstrated experience with workshop facilitation.	15	
Sub-total	35	
R-2 Technical Services (45 points)		
a) Demonstrated knowledge of international and Canadian experts in the area of integrated energy, emissions and economic models and projections	15	
b) Demonstrated experience in helping clients understand the analytic strengths and limitations of different modeling options	15	
c) Demonstrated experience in helping clients, including government agencies, understand the broader economic implications of their analytical tools in supporting policy decisions	15	
Sub-total	45	
R-3 Quality of Proposal (20 points)		
a) Quality, clarity and organization of the proposal	5	
b) Approach and methodology – a detailed breakdown of the project into logical tasks respecting the proposed timetable	10	
c) Composition of the project team	5	
Sub-total	20	
Total	100	
	MINIMUM REQUIRED 70/100	

Financial Criteria

<i>MF-1 Financial Criteria</i>	<i>Met</i>	<i>Not Met</i>
Environment Canada has established funding for this project at a maximum amount of \$200,000 (in Canadian dollars) – excluding GST – for professional services, including those of the external reviewers, associated costs and travel expenses.		

Submission of Proposals:

The proposal should describe in sufficient detail the technical qualifications and relevant experience of the contractor and key professional staff and sources of reference data/information.

The proposal should include technical, cost and company expertise components which respond to the following requirements:

1. Technical Component

The proposal must include a statement of understanding, not to exceed one page in length, of the work to be undertaken and why it has been requested. The proposal must present a work plan and describe how the contractor would carry out the tasks to achieve the project objectives.

The contractor shall include with the proposal the methodology that will be used to review the federal house organizations for identification of emission sources as well as the methodology that will be used to estimate the emissions resulting from each sector.

2. Cost Component

The cost quotation must identify the level of effort and estimated cost for each task in the work plan, the estimated cost of professional and support personnel, materials, equipment communications and supplies.

The cost of this contract will not exceed \$200,000 for professional services. This includes payment to external reviewers, workshop logistics plus payment to successful bidder for their logistics and facilitative services.

3. Company Expertise Component

The proposal must identify:

- The professional staff to be assigned to the project and their expected contribution to the project,
- Staff experience directly relevant to the work,
- Relevant company experience directly related to the work (for prime and sub-contractors)

PART 5 - CERTIFICATIONS

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

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

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

Certifications Required Precedent to Contract Award

1. Integrity Provisions - Associated Information

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

Additional Certifications Required Precedent to Contract Award

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

2. Status and Availability of Resources

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

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual,

of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

2.1 Education and Experience

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

2.2 Former Public Servant in Receipt of a Pension

As per page 7, definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- h. name of former public servant;
- i. conditions of the lump sum payment incentive;
- j. date of termination of employment;
- k. amount of lump sum payment;
- l. rate of pay on which lump sum payment is based;
- m. period of lump sum payment including start date, end date and number of weeks;
- n. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

Signed

Date

PART 6 – SECURITY AND OTHER REQUIREMENTS

1. There is no security requirement associated with this requirement.

2.0. Insurance Requirements

N/A

PART 7 - RESULTING CONTRACT

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

TITLE: Expert Review Modeling workshop

.1. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A.

2. Standard Clauses and Conditions

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

2.1 General Conditions

2010B 2014-09-25, General Conditions - Professional Services (Medium Complexity), as modified below, apply to and form part of the Contract.

General conditions 2010B is modified as follows:

At Section 12 Transportation Costs

Delete: In its entirety

Insert: "Deleted"

At Section 13 Transportation Carriers" Liability

Delete: In its entirety.

Insert: "Deleted"

At Section 18, Confidentiality:

Delete: In its entirety

Insert: "Deleted"

Insert Subsection: "35 Liability"

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

2.2 Supplemental General Conditions

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

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

2.3 Specific Person(s)

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

3. Security Requirement

3.1 N/A

4. Term of Contract

4.1 Period of the Contract

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

4.3 Transition Period

The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that a transition period may be required at the end of the Contract. The Contractor agrees that Canada may, at its discretion, extend the Contract by a period of 5 days under the same conditions to ensure the required transition. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

The Contracting Authority will advise the Contractor of the extension by sending a written notice to the Contractor at least 5 days calendar days before the contract expiry date. The extension will be evidenced for administrative purposes only, through a contract amendment.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Josée Francoeur
Title: Contracting Officer
Environment Canada
Procurement and Contracting Division
Address: 200 Sacré-Coeur Blvd.,
Gatineau, QC

Telephone: 819-938-3822
Facsimile: 819-938-4848
E-mail address: josee.francoeur@ec.gc.ca

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

5.2 Technical Authority (at contract award)

The Technical Authority for the Contract is:

Name:
Title:
Organization:
Address:

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

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

5.3 Contractor's Representative (at contract award)

Name:
Title:
Organization:
Address:.

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

6. Proactive Disclosure of Contracts with Former Public Servants

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

7. Payment

7.1 Basis of Payment

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

7.2 Limitation of Expenditure

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

7.3 Time Verification

C0711C 2008-05-12 Time Verification

8. Invoicing Instructions

8.1 Milestone Payments

H3010C, 2010-01-11 Milestone Payments

- 8.1.1 The Contractor must submit invoices in accordance with Annex "B" Basis of Payments.

9. Certifications

9.1 Compliance

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

10. Applicable Laws

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

11. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) 4007 Supplemental General Conditions, 2010-08-16;
- (c) 2010B General Conditions - Professional Services (Medium Complexity) 2014-09-25 as modified;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Appendix A, Shuttle Schedules;
- (g) Appendix B, Daily Vehicle Inspection Checklist
- (h) Appendix C, EC Shuttle Driving Directives
- (i) the Contractor's bid dated _____, as clarified on _____ **or** as amended on _____

ANNEX A STATEMENT OF WORK

CONFIDENTIALITY

The parties anticipate that it may be necessary to transfer information relating to the Licensed Process, Patents, Trade-mark, Know-How or other information relating to this Agreement, of a confidential nature. The parties shall keep all such information confidential during and after the life of this Agreement.

Subject to the Access to Information Act, R.S. 1985, c.A-1, the parties agree that the terms of this Agreement are confidential and each party shall use the same degree of care to prevent disclosure of the terms of this Agreement to third parties as it uses to protect its own confidential information of similar nature.

INTELLECTUAL PROPERTY

The purpose of this contract is to generate information for public dissemination. Therefore the Crown will retain title to intellectual property as per **Section 6, Subsection 6.4.1** in the Implementation Guide for the Policy: Title to Intellectual Property Arising under Crown Procurement Contracts.

Purpose:

Environment Canada wishes to acquire professional services to assist in the planning and implementation of an expert review process aimed at the external review of Environment Canada's integrated energy, emissions and economic modeling framework and its associated projections reported in Canada's Emissions Trends.

Background

Since 2005, Environment Canada has used an integrated modeling framework – Energy, Emissions and Economy Model for Canada (E3MC) – to support Environment Canada's regulatory sector-by-sector agenda and overall policy development with respect to climate change and clean air. The E3MC model consists of two integrated models:

- A highly detailed end-use model that simulates energy supply and demand and associated emissions (i.e., ENERGY2020 whose intellectual property rights vest with Systematics Solutions Inc); and
- A highly detailed Canadian/Provincial/Territorial macroeconomic model (The Informetrica Model). As of March 31, 2013, the Government of Canada acquired a perpetual license for the intellectual property rights to the Informetrica model.

E3MC is the main tool for providing macroeconomic analysis to support Environment Canada's policy agenda and for the preparation of long-term integrated energy, emissions and economic projections, which are reported annually in the Canada's Emissions Trends report (ETR).

Environment Canada (EC) consults extensively with provinces and territories and other government departments on key drivers (e.g., gross domestic product (GDP) by sector, population), energy markets (e.g., prices and production) and policy assumptions. Officials also provide comments on the preliminary projections.

Environment Canada submitted its ETR and projections to an external review process in 2011 and 2013. These reviews focused primarily on the robustness and technical integrity of the ETR. The modeling experts were asked to prepare a report that included:

- An assessment of the reasonableness and robustness of the projections and their underlying assumptions,
- a review of the sources for the key macroeconomic and energy-related assumptions, and,
- suggestions on how to improve future reports.

The 2011 and 2013 reviews were conducted by three leading Canadian modeling experts. These experts represented academic institutions and think-tanks/consulting firms. Their recommendations were provided individually to Environment Canada in confidential reports.

For the 2015 projections, Environment Canada is planning to enhance its review process to include an external review by international modeling experts. Results of this review will be used to help the Economic Analysis Directorate evaluate the insights that can be gleaned from the models' results and its relative strengths and limitations. The review will also help to identify opportunities for improvements to the model and suggest research directions that strengthen the credibility of model results. Reviewers are being asked to comment on the model's methodology and utility of model results. While the models will be deployed to support policy decision-making, no specific policy questions are asked of the reviewers.

Objectives:

The main objectives of this solicitation is to acquire professional services to manage and implement a process aimed at the external review of Environment Canada's integrated energy, emissions and economic modeling framework and its associated projections reported in Canada's Emissions Trends.

Statement of Work:

Under this Request for Proposal, the Contractor would manage and implement a process aimed at the external review of Environment Canada's modeling framework and integrated energy, emissions and economic projections.

Without limiting the scope of work, the successful contractor shall carry out the following tasks as describe herein:

Task 1: External Reviewer Selection

The Contractor will be responsible for the following main activities:

- Identify and prepare a list of candidate peer reviewers.
- In conjunction with Economic Analysis Directorate officials develop criteria for preparing a short list of candidate peer reviewers.
- In conjunction with Economic Analysis Directorate officials, select reviewers from a short list.
- Prepare material to solicit reviewer participation.
- Confirm reviewer participation.
- Sub-contracting reviewers.

Task 2: Facilitate the Review Process

The Contractor will be responsible for the following main activities:

- Assist Economic Analysis Directorate officials to identify relevant model and projections documentation to provide to reviewers.
- Assist Economic Analysis Directorate officials in preparing reviewer responsibilities.
- Provide review documentation to reviewers.

- Ensure reviewer submissions are delivered in a timely manner.
- Prepare a report summarizing the findings of the reviewers.
- Facilitate payment for sub-contracting reviewers

Task 3: Plan and Manage the Review Workshop

The Contractor will be responsible for the following main activities related to the logistics for a two-day modeling workshop:

- Selecting a venue.
- Making reviewer travel arrangements to the venue location.
- In collaboration with Economic Analysis Directorate officials, establish an agenda.
- Facilitating the workshop.
- Other activities related to the workshop

Task 4: Prepare a final report

The Contractor will be responsible for preparing an overview report on summarizing the findings of the external reviewers submissions and the workshop discussions.

Deliverables:

The key deliverables for this contract will be:

- Securing the participation of external reviewers.
- Report summarizing the findings of the external reviewers.
- Reporting summarizing the findings of the review process. This includes the discussion at the workshop and reviewer recommendations.

Reports

The required reports for this project are as follows:

- Draft and final external reviewer report (after submission of external reviewer report)
- Draft report summarizing external reviewer comments
- Final report on the external review process

Submission of Proposals:

The proposal should describe in sufficient detail the technical qualifications and relevant experience of the contractor and key professional staff and sources of reference data/information.

The proposal should include technical, cost and company expertise components which respond to the following requirements:

2. Technical Component

The proposal must include a statement of understanding, not to exceed one page in length, of the work to be undertaken and why it has been requested. The proposal must present a work plan and describe how the contractor would carry out the tasks to achieve the project objectives.

The contractor shall include with the proposal the methodology that will be used to review the federal house organizations for identification of emission sources as well as the methodology that will be used to estimate the emissions resulting from each sector.

3. Cost Component

The cost quotation must identify the level of effort and estimated cost for each task in the work plan, the estimated cost of professional and support personnel, materials, equipment communications and supplies.

The cost of this contract will not exceed \$200,000 for professional services. This includes payment to external reviewers, workshop logistics plus payment to successful bidder for their logistics and facilitative services.

4. Company Expertise Component

The proposal must identify:

- The professional staff to be assigned to the project and their expected contribution to the project,
- Staff experience directly relevant to the work,
- Relevant company experience directly related to the work (for prime and sub-contractors)

**ANNEX B
BASIS OF PAYMENT**

(to be completed at contract award)