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## PART 1 - GENERAL INFORMATION

### 1.1 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, Financial 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 Annexes include the Statement of Work and the Basis of Payment.

### 1.2 Summary

By means of the RFP, NRCan is seeking proposals from bidders for....

1.2.1 The proposed resource shall be responsible for, but not limited to the following:

- Research and write stories approximately 450 words each.
- Interview between one and three contacts per story (contacts to be provided by NRCan) for quotes and additional information.
- Ongoing relationship with contacts to source future articles.
- Use Office of Energy Efficiency (OEE), CIPEC and Buildings Division background material provided including links to pertinent NRCan webpages, reports, emails, press releases and photos.

The range of story ideas will include:

- Profiles of Canada's energy-efficient organizations in the industrial, manufacturing and buildings sectors;
- Latest developments in energy efficiency technologies;
- Information on energy management workshops, webinars and conferences;
- Updates on the Government of Canada's policies and programs as they relate to energy efficiency;
- Updates on provincial, territorial and municipal government energy efficiency and utility programs.

The writer will produce one final draft of each story. The writer will ensure each story is fact-checked, accurate, grammatically correct (no errors) and approved by the quoted sources.



The writer will be given a maximum of two (2) weeks to submit a final draft of the story from when it is assigned.

***Buildings and Industry Division Responsibilities:***

For the newsletters, the BID will provide:

- Briefing (story ideas), including organization names, contacts and coordinates;
- Available background and research material;
- Offer to notify contacts in advance;
- Past issues of *Heads Up CIPEC* are available at:  
[nrcan.gc.ca/energy/efficiency/industry/technical-info/library/newsletter/14406](http://nrcan.gc.ca/energy/efficiency/industry/technical-info/library/newsletter/14406)
- Past issues of *Heads Up: Building Energy Efficiency* are available at:  
[nrcan.gc.ca/energy/efficiency/buildings/capacity-building-resources/newsletter/14029](http://nrcan.gc.ca/energy/efficiency/buildings/capacity-building-resources/newsletter/14029)

### **1.3 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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.



## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The **2003** (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, 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”
- **Section 2: Delete:** “Suppliers are required to” and **Insert:** “It is suggested that suppliers”
- **Subsection 1 of Section 8:**  
**Delete:** Unless specified otherwise in the bid solicitation, bids may be submitted by facsimile. The only acceptable facsimile number for responses to bid solicitations issued by PWGSC headquarters is 819-997-9776 or, if applicable, the facsimile number identified in the bid solicitation. The facsimile number for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation  
**Insert:** Unless specified otherwise in the bid solicitation, bids may be submitted by facsimile. The only acceptable facsimile number for responses to bid solicitations is the facsimile number identified in the bid solicitation.
- **Under Subsection 2 of Section 20:** Not applicable

### 2.2 Submission of Bids

It is the Bidders responsibility to ensure that proposals are sent to the following e-mail address, by the time and date indicated on page 1 of this RFP document:

[Len.Pizzi@canada.ca](mailto:Len.Pizzi@canada.ca)

#### **IMPORTANT**

It is requested that you write the following information in “Subject” of the e-mail: NRCan- 5000025062 - Newsletter on Energy Efficiency Writer

The financial proposal should be presented, and identified, in a separate document from the technical proposal.

The address above is reserved for the submission of your proposal. No other communication should be sent to that address.

**NRCan will not assume responsibility for proposals directed to any other location.**

The onus is on the Bidder to ensure that the proposal is submitted correctly to the above address. Not complying with the above instructions may result in NRCan’s inability to ascertain reception date and/or to



consider the bid prior to contract award. Therefore, NRCan reserves the right to reject any proposal not complying with these instructions.

### **2.3 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.

### **2.4 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.

### **2.5 Improvement of Requirement During Solicitation Period**

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least five (5) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

### **2.6 Basis for Canada's Ownership of Intellectual Property**

Natural Resources Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds: (6.4.1) the main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination;



## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

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

- Section I: Technical Bid (1 electronic copy)
- Section II: Financial Bid (1 electronic copy) in a separate file
- Section III: Certifications (1 electronic copy)
- Section IV: Additional Information (1 electronic copy)

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

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

- (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) (<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.

#### **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**

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



### **3.1.2 Exchange Rate Fluctuation**

C3011T (2013-11-06), Exchange Rate Fluctuation

### **3.1.3 SACC Manual Clauses**

#### **Section III: Certifications**

Bidders must submit the certifications required under Part 5.





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## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the "technical" and "financial" evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **4.1.1 Technical Evaluation**

Mandatory and point rated technical evaluation criteria are included in Annex "C".

#### **4.1.2 Financial Evaluation**

##### **4.1.2.1 Mandatory Financial Criteria**

Mandatory criteria are included in Annex "C".

##### **Evaluation of Price**

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

### **4.2 Basis of Selection**

#### **4.2.1 Highest Combined Rating of Technical Merit and Price**

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum of 57 points overall for the technical evaluation criteria which are subject to point rating.  
The rating is performed on a scale of 88 points.
2. Bids not meeting "(a) or (b) or (c)" will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.



7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000 (45).

<b>Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)</b>				
		<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>		115/135	89/135	92/135
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	<b>Pricing Score</b>	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
<b>Combined Rating</b>		83.84	75.56	80.89
<b>Overall Rating</b>		1st	3rd	2nd



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## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

Bidders must provide the required certifications and additional 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 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 will render the bid non-responsive or constitute a default under the Contract.

### **5.1 Certifications Required with the Bid**

Bidders must submit the following duly completed certifications as part of their bid.

#### **5.1.1 Declaration of Convicted Offences**

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

### **5.2 Certifications Precedent to Contract Award and Additional Information**

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

#### **5.2.1 Integrity Provisions – List of Names**

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

#### **5.2.2 Federal Contractors Program for Employment Equity - Bid Certification**

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



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

### **5.2.3 Additional Certifications Precedent to Contract Award**

#### **5.2.3.1 Status and Availability of Resources**

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

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

#### **5.2.3.2 Rate or Price Certification**

The Bidder certifies that the price proposed is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both.

#### **5.2.3.3 Education and Experience**

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

#### **5.2.3.4 Former Public Servant**

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 FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

#### **Definitions**

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



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

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

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

#### **Former Public Servant in Receipt of a Pension**

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

If so, the Bidder must provide the following information, for all FPSs 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.

#### 5.2.3.4 Aboriginal Designation

An Aboriginal business, which can be:

- i. a band as defined by the Indian Act
- ii. a sole proprietorship
- iii. a limited company
- iv. a co-operative
- v. a partnership
- vi. a not-for-profit organization

in which Aboriginal persons have at least 51 percent ownership and control,  
OR

A joint venture consisting of two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business(es), provided that the Aboriginal business(es) has at least 51 percent ownership and control of the joint venture.

This is to confirm:

- Our Company is an Aboriginal Firm, as identified above
- Our Company is NOT an Aboriginal Firm

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date



## **PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS**

### **6.1 Security Requirements**

There is no security requirement applicable to this Contract.

### **6.2 Insurance Requirements**

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.



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## PART 7 - RESULTING CONTRACT CLAUSES

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

### 7.1 Statement of Work

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

### 7.2 Standard Clauses and Conditions

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

#### 7.2.1 General Conditions

[2035](#) \_\_\_\_\_ (*insert date*), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

**OR**

[2010B](#) \_\_\_\_\_ (*insert date*), General Conditions – Professional Services - Medium Complexity, apply to and form part of the Contract.

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

#### 7.2.2 Supplemental General Conditions

The following clauses apply to this contract:

[4007 \(2010-08-16\)](#), Canada to Own Intellectual Property Rights in Foreground Information

##### 7.2.2.1 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.

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](mailto:boa.opo@boa.opo.gc.ca).

## **7.3 Security Requirements**

**7.3.1** There is no security requirement applicable to this Contract.

## **7.4 Term of Contract**

### **7.4.1 Period of the Contract**

The period of the Contract is from date of Contract to March 31, 2017 inclusive.

### **7.4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional one (1) year period under the same conditions. 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.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

## **7.5 Authorities**

### **7.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Len Pizzi  
Title: Procurement Officer  
Organization: Natural Resources Canada  
Address: 183 Longwood Road South, Hamilton, ON, L8P 0A5  
Telephone: (905) 645-0676  
Facsimile: (905) 645-0831  
E-mail address: [len.pizzi@canada.ca](mailto:len.pizzi@canada.ca)

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



### 7.5.2 Project Authority (*to be provided at contract award*)

The Project Authority for the Contract is:

Name:

Title:

Organization:

Address:

Telephone:            - - - - -

Facsimile:            - - - - -

E-mail address:       \_\_\_\_\_

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

### 7.5.3 Contractor's Representative

### 7.6 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.

### 7.7 Payment

#### 7.7.1 Basis of Payment – Limitation of Expenditure

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 \$\_\_\_\_\_. Customs duties are included and Applicable Taxes are extra.

#### 7.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ . Customs duties are included and Applicable Taxes are extra.
2. 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:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or



- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
- 3. 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.

**7.7.3 Method of Payment**

**Milestone Payments**

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

- a. an accurate and complete claim for payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

**7.8 Invoicing Instructions**

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

<p><u>E-mail:</u></p> <p><a href="mailto:NRCan.invoice_imaging-service_dimagerie_des_factures.RNCan@canada.ca">NRCan.invoice_imaging-service_dimagerie_des_factures.RNCan@canada.ca</a></p> <p><b>Note:</b> Attach "PDF" file. No other formats will be accepted</p>	<b>OR</b>	<p><u>Fax:</u></p> <p>Local NCR region: <b>613-947-0987</b> Toll-free: <b>1-877-947-0987</b></p> <p><b>Note:</b> Use highest quality settings available.</p>
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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: \_\_\_\_\_

**Invoicing Instructions to suppliers:** <http://www.nrcan.gc.ca/procurement/3485>

**7.9 Certifications**

**7.9.1 Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, or if 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.



## 7.10 Applicable Laws

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

## 7.11 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) the supplemental general conditions **4007** - Canada to Own Intellectual Property Rights in Foreground Information (2010-08-16);
- (c) the general conditions \_\_\_\_\_;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) the signed Task Authorizations (including all of its annexes, if any);
- (g) the Contractor's bid dated \_\_\_\_\_.

## 7.13 Foreign Nationals (Canadian Contractor **OR** Foreign Contractor)

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

**OR**

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

## 7.14 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.

## 7.15 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](mailto:boa.opo@boa.opo.gc.ca).



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## ANNEX “A”

### STATEMENT OF WORK

#### SW1 Background

The Buildings and Industry Division (BID) publishes *Heads Up CIPEC* and *Heads Up: Building Energy Efficiency* monthly e-newsletters.

*Heads Up CIPEC* is an important communications channel for the Canadian Industry Program for Energy Conservation (CIPEC). It provides industry leaders with the latest information on energy efficiency within Canada's industrial and manufacturing sectors. *Heads Up CIPEC* currently goes to approximately 10,000 subscribers.

*Heads Up: Building Energy Efficiency* informs about issues and initiatives affecting the energy efficiency of the Canadian buildings sector, including the private, institutional, and municipal sectors. *Heads Up: Building Energy Efficiency* currently has over 12,000 subscribers.

#### SW2 Objective

*Heads Up CIPEC* typically publishes a maximum of five (5) stories (of approximately 450 words) per issue; while *Heads Up: Building Energy Efficiency* usually publishes a maximum of 3 stories (of approximately 450 words).

To bolster editorial content, BID requires the services of a writer to supply stories on the energy efficiency achievements of the industrial, buildings, utilities and government sectors on an ongoing basis.

The stories require a Canadian angle and must be in a journalistic format meaning that they are informative, engaging and easy to read. Plain language and the use of active voice are important requirements as per Treasury Board Guidelines on Web and other public materials. From time-to-time, the newsletters cover complex technical issues that must be explained in a manner that is appropriate for the following target audiences:

- Executives and senior managers of Canadian facilities in the industrial, manufacturing and government sectors;
- Executives and senior managers of Canadian buildings in the private, institutional, municipal and government sectors;
- Energy practitioners, operations managers, project managers, engineers, owners, and plant managers;
- Employees in the targeted sectors;
- Trade association executive directors and senior staff;
- Energy program managers within provincial/territorial governments; and
- Senior government managers.

#### SW3 Scope of Work

The proposed resource shall be responsible for, but not limited to the following:

- Research and write stories approximately 450 words each.
- Interview between one and three contacts per story (contacts to be provided by NRCan) for quotes and additional information.
- Ongoing relationship with contacts to source future articles.



- Use Office of Energy Efficiency (OEE), CIPEC and Buildings Division background material provided including links to pertinent NRCan webpages, reports, emails, press releases and photos.

The range of story ideas will include:

- Profiles of Canada's energy-efficient organizations in the industrial, manufacturing and buildings sectors;
- Latest developments in energy efficiency technologies;
- Information on energy management workshops, webinars and conferences;
- Updates on the Government of Canada's policies and programs as they relate to energy efficiency;
- Updates on provincial, territorial and municipal government energy efficiency and utility programs.

The writer will produce one final draft of each story. The writer will ensure each story is fact-checked, accurate, grammatically correct (no errors) and approved by the quoted sources.

The writer will be given a maximum of two (2) weeks to submit a final draft of the story from when it is assigned.

***Buildings and Industry Division Responsibilities:***

For the newsletters, the BID will provide:

- Briefing (story ideas), including organization names, contacts and coordinates;
- Available background and research material;
- Offer to notify contacts in advance;
- Past issues of *Heads Up CIPEC* are available at:  
[nrcan.gc.ca/energy/efficiency/industry/technical-info/library/newsletter/14406](http://nrcan.gc.ca/energy/efficiency/industry/technical-info/library/newsletter/14406)
- Past issues of *Heads Up: Building Energy Efficiency* are available at:  
[nrcan.gc.ca/energy/efficiency/buildings/capacity-building-resources/newsletter/14029](http://nrcan.gc.ca/energy/efficiency/buildings/capacity-building-resources/newsletter/14029)

**SW4 Tasks and Deliverables**

The proposed resource (writer) will be responsible for, but not limited to:

- Respond to call-up for writing services within 24 hours
- Discuss newsletter story ideas with the editor on an "as needed" basis
- Once assigned, provide approved copy within predetermined and agreed-to timelines
- Deliver electronic copy of the draft to the editor for review and approval
- Secure approval of revised draft by quoted sources
- Respect timelines
- Provide an invoice on a monthly basis for stories written and accepted for publishing



**ANNEX “B”**

**BASIS OF PAYMENT**

<b>Deliverable</b>	<b>Description of Deliverable</b>	<b>Deliverable Firm Price (GST/HST excluded)</b>
<b>1</b>	Writer – 66 articles* (contract award to March 31, 2017)	
<b>2</b>	Optional year Writer – 106 articles ** (April 1, 2017 to March 31, 2018)	
	<b>Total Firm Price</b>	<b>\$</b>

\* The number of articles is an estimate and could be adjusted at time of contract award. It is based on 8 articles (5 for Heads Up CIPEC and 3 for Heads Up: Building Energy Efficiency) per month x 7 months = 56 + 10 spares = 66.

\*\* the number of articles is an estimate and could be adjusted at time of contract award. It is based on 8 articles (**5 for Heads Up CIPEC and 3 for Heads Up: Building Energy Efficiency**) per month x 12 months = 96 + 10 spares = 106.

**B2 FINANCIAL PROPOSAL**

**B2.1 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.

**B2.2 FUNDING LIMITATION**

NRCan has allocated a maximum of \$75,000.00 in funding for this requirement, **inclusive of a) the Price to perform the Work, and b) any Travel and Living and c) Miscellaneous Expenses that may be required**; 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.**

**B2.3 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.





**ANNEX “C” to PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

**C.1 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
M1	The Bidder MUST propose a qualified resource who will be assigned to this requirement.  Bidder will provide name(s) and CV(s) of the qualified resource.		
M2	The proposed resource(s) MUST have a minimum of two (2) years experience, within the last five (5) years, in journalistic writing for the industrial and buildings sectors.  Bidder to provide proof of experience in the form of a list of journalistic writings, along with the dates, for the industrial and building sectors in the last 5 years.		
M3	The proposed resource(s) MUST have experience within the last five (5) years writing articles on energy efficiency in the industry and buildings sectors demonstrated by four (4) published articles, of 300 words or more, in <u>each</u> category. List articles by title and include name and date of production. Samples to be submitted as electronic link format or hard copy are to be provided.		



Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
M4	The proposed resource(s) must be able to communicate in writing about complex technical information. List articles by title and include name and date of production. Samples of articles supplied as electronic link format or hard copy are to be provided.		
M5	The Bidder MUST provide samples of only published articles, of 300 words or more, written for e-newsletters, newsletters or magazines/papers geared to the industrial and buildings sectors. Note: Brochures, videos, training manuals, etc. will not be accepted.		

**C.1.1 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 each 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 to 57 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.

Criterion ID	Point Rated Technical Criteria	Minimum Points /Maximum Points	Proposal Page #
R1	The proposed resource(s) MUST have a minimum of two (2) years experience, within the last five (5) years, in journalistic writing for the industrial and buildings sectors.  2 – 4 years 2 >4 – 6 years 4 >6 – 8 years 6 >8 – 10 years 8 >10 years 10	10	
R2	The proposed resource(s) has (have) experience within the last five (5) years writing articles on energy efficiency in the industry and buildings sectors demonstrated by four (4) published articles, of 300 words or more, in <u>each category</u> . List articles by title and include name and date of production. Samples to be submitted as electronic link format or hard copy are to be provided.  Minimum articles to be submitted: 4 Maximum articles to be submitted: 8	16	



	2 points per article		
<b>R3</b>	<p>The Bidder has provided samples of only published articles, of 300 words or more, written for e-newsletters, newsletters or magazines/papers geared to the industrial and buildings sectors.</p> <p>Note: Articles submitted for R2 can be used for this requirement, if this is the case, the Bidder must indicate this in their proposal.</p> <p>Minimum articles to be submitted: 4 Maximum articles to be submitted: 8</p> <p>2 points per article submitted</p>	<b>16</b>	
<b>R4</b>	<p>The proposed resource(s) has (have) demonstrated the ability to communicate in writing about complex technical information. Samples of articles, of 300 words or more, supplied as electronic link format or hard copy are to be provided.</p> <p>Note: Articles submitted for R2 can be used for this requirement, if this is the case, the Bidder must indicate this in their proposal.</p> <p>Minimum articles to be submitted: 4 Maximum articles to be submitted: 8</p> <p>2 points per article submitted</p>	<b>16</b>	
<b>R5</b>	<p>The Bidder has provided samples of published articles, of 300 words or more, indicating the name of the publication and date published. Samples as electronic link or hard copy are included.</p> <p>Note: Articles submitted for R2 can be used for this requirement, if this is the case, the Bidder must indicate this in their proposal.</p> <p>Maximum articles to be submitted: 3 in either category</p> <p>Articles will be evaluated as a group in terms of:</p> <ul style="list-style-type: none"> <li>• Tone</li> <li>• Grammar and syntax</li> <li>• Conciseness</li> <li>• Logical Flow</li> </ul> <p>2.5 points per criterion*</p> <p>0.5 = Significant amount of errors or completely unacceptable 1.0 = Some major errors or somewhat unacceptable 1.5 = Many minor errors or somewhat acceptable 2.0 = Only some minor errors or acceptable 2.5 = No errors or issues or fully acceptable</p>	<b>30</b>	
<b>Total points</b>		<b>88</b>	