



**Return Bids to :**

**Retourner Les Soumissions à :**

Natural Resources Canada  
Bid Receiving Unit, Mailroom  
588 Booth street, Room 108  
Ottawa, Ontario  
K1A 0Y7  
Attention: **Jawid Omary**

**Request for Proposal (RFP)  
Demande de proposition (DDP)**

**Proposal To: Natural Resources Canada**  
We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition à: Ressources Naturelles Canada**  
Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments – Commentaires**

**Issuing Office – Bureau de distribution**

**Natural Resources Canada**  
580 Booth Street  
Ottawa, Ontario  
K1A 0E4

<b>Title – Sujet</b> <b>Fleet Telematics Installation Initiative</b>	
<b>Solicitation No. – No de l'invitation</b> <b>NRCan- 5000045535</b>	<b>Date</b> <b>May 08, 2018</b>
<b>Requisition Reference No. - N° de la demande</b> <b>150128</b>	
<b>Solicitation Closes – L'invitation prend fin</b>  <b>at – à 02:00 PM (EDT)</b> <b>on – le 24 June, 2019</b>	
<b>Address Enquiries to: - Adresse toutes questions à:</b> <a href="mailto:jawid.omary@canada.ca">jawid.omary@canada.ca</a>	
<b>Telephone No. – No de telephone</b>  343-292-7236	<b>Fax No. – No. de Fax</b>  613-947-5477
<b>Destination – of Goods and Services:</b> <b>Destination – des biens et services:</b>  580 Booth Street Ottawa, Ontario K1A 0E4	
<b>Security – Sécurité</b>  There is no security requirements associated with this requirement.	
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>        <b>Telephone No.:- No. de téléphone:</b> <b>Facsimile No.:- No. de télécopieur:</b>	
<b>Name and Title of person authorized to sign on behalf of Vendor/Firm (type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
Signature	Date



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The Articles contains in this document are mandatory in their entirety, unless otherwise indicated. Acceptance of these Articles, in their entirety, as they appear in this document, is a Mandatory requirement of this RFP. Suppliers submitting a proposal containing statements implying that their proposal is conditional on modification of these clauses or containing terms and conditions that purport to supersede these clauses or derogate from them will be considered non-responsive.

Bidders with concerns regarding the provisions of the Bid Solicitation document (including the Resulting Contract Clauses) should raise such concerns in accordance with the Enquiries provision of this RFP.



## **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 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.

The Appendixes include the Evaluation Criteria, and the Financial Proposal Form.

### **1.2 Summary**

Governments are responsible for about 0.6% of Canada's GHG emissions, 10% of which is derived from the federal fleet. Of the roughly 34,000 vehicles in the fleet, 4,000 are considered administrative: on-road vehicles that do not have specific operational requirements in terms of options and duty-cycle. The vast majority of these vehicles are internal combustion only. To date, GGO has equipped 10 federal departments with telematics devices, enabling over 1600 duty cycles to be assessed for electric vehicle suitability. As a greater number of departments are incorporated into the program, hundreds of additional loggers will need to be dispatched and installed across the country.

By means of the RFP, Natural Resources Canada (NRCan) is seeking proposals from bidders for a qualified service provider who can support this initiative to increase the implementation of telematics devices within GGO client departments by providing on-sight installations and ad hoc consultations regarding the use and maintenance of telematics in fleet vehicles.

The number of devices to be installed will range between 1,200 up to 2,300.

**1.2.1** There are no security requirements associated with this requirement.

**1.2.2** The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), the North American Free Trade Agreement (NAFTA), the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), the Canadian Free Trade Agreement (CFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Canada - Honduras Free Trade Agreement (CHFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada - Korea Free Trade Agreement (CKFTA), the Canada-Columbia Free Trade Agreement (CCoIFTA), Canada-Ukraine Free Trade Agreement (CUFTA), and the Canada-Panama Free Trade Agreement (CPanFTA).

### **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) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

The [2003](#) (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation 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** entirely
- **Under Subsection 2 of Section 20:** Not applicable

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

### 2.2 Submission of Bids

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

Natural Resources Canada  
Bid Receiving Unit, Mailroom  
588 Booth Street, Room 108  
Ottawa, Ontario  
K1A 0Y7  
Attention: **Jawid Omary**

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

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

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



### **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.



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## 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 hard copy) and (1 soft copy) on a USB

Section II: Financial Bid (1 hard copy) and (1 soft copy) on a USB in a separate file and document

Section III: Certifications (1 hard copy) and (1 soft copy) on a USB

**Prices should appear in the financial bid only. No prices should 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) format;
- (b) use a numbering system that corresponds to the bid solicitation.

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

#### **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**

Bidders must submit their financial bid in accordance with the **Financial Proposal Form in Appendix B**. The total amount of Applicable Taxes must be shown separately.

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

Bidders must submit the certifications required under Part 5 as a separate document and not to be included in the Technical Bid.



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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 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 **Appendix A – Evaluation Criteria**.

### 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
2. Bids not meeting (a) or (b) 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 60% for the technical merit and 40% 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 60.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and multiplied by 40.
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



## 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

In accordance with the [Ineligibility and Suspension Policy \(http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide with its bid the required documentation, as applicable, 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

In accordance with the [Ineligibility and Suspension Policy \(http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

- 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 or, in the case of a private company, the owners of the company.
- 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 partnerships do not need to provide lists of names.

Name of Bidder: \_\_\_\_\_

OR

Name of each member of the joint venture:

Member 1: \_\_\_\_\_

Member 2: \_\_\_\_\_

Member 3: \_\_\_\_\_



Identification of the administrators/owners:

SURNAME	NAME	TITLE

**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](#) 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.

The Bidder must provide the Contracting Authority with a completed Annex- C: [Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

**5.2.3 Status and Availability of Resources**

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

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

**5.2.4 Education and Experience**

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



### 5.2.5 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 Former Public Servant (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.

Professional fees	Amount
_____	_____

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.

### 5.2.6 Aboriginal Designation

Who is eligible?

a) 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

b. 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.

When an Aboriginal business has six or more full-time employees at the date of submitting the bid, at least thirty-three percent of them must be Aboriginal persons, and this ratio must be maintained throughout the duration of the contract.

The bidder must certify in its submitted bid that it is an Aboriginal business or a joint venture constituted as described above.

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



## **PART 6 - SECURITY REQUIREMENTS**

### **6.1 Security Requirements**

6.1.1 There are no security requirements associated with this requirement.



## 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 A 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>) issued by Public Works and Government Services Canada.

#### 7.2.1 General Conditions

2035 (2018-06-21), General Conditions - Higher Complexity - Services, 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).

### 7.3 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).



## **7.4 Security Requirements**

7.4.1 There is no security requirement applicable to this Contract.

## **7.5 Term of Contract**

### **7.5.1 Period of the Contract**

The period of the Contract is from date of Contract award to March 31, 2020 inclusive.

## **7.6 Authorities**

### **7.6.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: **Jawid Omary**  
Title: Procurement Officer  
Organization: Natural Resources Canada  
Address: 580 Booth Street, Ottawa, ON, K1A 0E4  
Telephone: 343-292-7236  
E-mail: [jawid.omary@canada.ca](mailto:jawid.omary@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.

### **7.6.2 Project Authority (to be completed at contract award)**

The Project Authority for the Contract is:

Name:  
Title:  
Organization:  
Address:  
Telephone:  
Facsimile:  
E-mail address:

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

### **7.6.3 Contractor's Representative (to be completed at contract award)**

Name:  
Title:  
Organization:  
Address:  
Telephone:  
Facsimile:  
E-mail address:





**7.7 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.

**7.8 Payment**

**7.8.1 Basis of Payment – Firm Unit Price**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified Annex “B” up to a maximum of \$ \_\_\_\_\_. Applicable Taxes are extra.

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

**7.8.2 Method of Payment - Multiple Payments**

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

**7.9 Invoicing Instructions**

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

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

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: \_\_\_\_\_ (Inserted at Contract Award)

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



## 7.10 Certifications

### 7.10.1 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.

### 7.11 Applicable Laws

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

### 7.12 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 general conditions **2035** (2018-06-21), General Conditions - Higher Complexity – Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment; and
- (e) the Contractor's bid dated \_\_\_\_\_.

### 7.13 Foreign Nationals (Canadian Contractor or Foreign Contractor)

*(to be determined at Contract Award)*

### 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

### SW.1.0 Title

Fleet Telematics Installation Initiative

### SW.2.0 Purpose

In December 2016, First Ministers endorsed the Pan-Canadian Framework on Clean Growth and Climate Change (PCF) – a plan to enable clean economic growth, reduce GHG emissions, and build resilience to a changing climate. The PCF sets Canada on a path to meet its target under the Paris Agreement of reducing emissions by 30% from 2005 levels by 2030. The framework includes a comprehensive strategy to reduce emissions from the transportation sector, through improved efficiency, greater electrification, fuel switching, and the development of a clean fuel standard among other actions.

The PCF's approach to government leadership, specifically, includes setting ambitious targets, cutting emissions from government buildings and fleets, and scaling up clean procurement. Modernizing the federal fleet and adopting low-carbon mobility solutions will be achieved as follows:

As part of this, the government will adopt low-carbon mobility solutions, and modernize its fleet as follows:

- Starting in the 2019 to 2020 fiscal year, 75% of new light-duty administrative fleet vehicle purchases will be zero-emission vehicles (ZEVs) or hybrid, with the objective that the government's administrative fleet comprises at least 80% ZEVs by 2030. Priority is to be given to purchasing ZEVs.
- Starting in 2018 to 2019 fiscal year, all new executive vehicle purchases will be ZEVs or hybrids.

Beginning in fiscal year 2017/2018, Greening Government Operations- Fleet GGO has been supporting Canada's sustainability goals by facilitating the transition to low-carbon vehicles for the executive and administrative fleet by enabling departments to undertake fleet energy audits to identify strategies such as right-sizing, driver training, and fuel switching. To this end, GGO has leveraged the use of telematics to both benchmark fleet utilization patterns and ensure that low-carbon replacement purchases are operationally suitable and fiscally responsible.

### SW.2.1 Summary understanding of current state

Governments are responsible for about 0.6% of Canada's GHG emissions, 10% of which is derived from the federal fleet. Of the roughly 25,000 vehicles in the fleet, 4,000 are considered administrative: on-road vehicles that do not have specific operational requirements in terms of options and duty-cycle. The vast majority of these vehicles are internal combustion only.

To date, GGO has equipped 10 federal departments with telematics devices, enabling over 1600 duty cycles to be assessed for electric vehicle suitability. As a greater number of departments are added into the program, hundreds of additional loggers will need to be dispatched and installed across the country.

### SW.2.2 Capabilities gap

Based on the research of best practices in other departments and organizations outside of the federal government, telematics have been identified as the most effective and efficient approach to supporting fleet management – not only for their value in benchmarking vehicle utilization, but also for the safety, environmental, and financial advantages they offer.

The C2 devices used for this initiative clip into the vehicle's On-Board Diagnostics (OBDII) port located within the driving cabin. The device comes with an embedded cellular modem, SIM card, and GPS antenna. Installation of the devices into the vehicle takes roughly two minutes.

While the responsibility of installing these devices has thus far been assigned to departmental vehicle operators and fleet managers, implementation often falls short due to time constraints, labour deficits, and a lack of technical expertise. Furthermore, the collection of requisite preliminary data such as odometer readings and vehicle specifications are often inaccurate or omitted due to the aforementioned obstacles.



### 2.3 Capabilities gap

Based on the research of best practices in other departments and organisations outside of the federal government, telematics have been identified as the most effective and efficient approach to supporting fleet management – not only for their value in benchmarking vehicle utilization, but also for the safety, environmental, and financial advantages they offer.

The C2 devices used for this initiative clip into the vehicle's On-Board Diagnostics (OBDII) port located within the driving cabin. The device comes with an embedded cellular modem, SIM card, and GPS antenna. Installation of the devices into the vehicle takes roughly two minutes.

While the responsibility of installing these devices has thus far been assigned to departmental vehicle operators and fleet managers, implementation often falls short due to time constraints, labour deficits, and a lack of technical expertise. Furthermore, the collection of requisite preliminary data such as odometer readings and vehicle specifications are often inaccurate or omitted due to the aforementioned obstacles.

### SW.3.0 Objectives

The objective is to identify a qualified service provider who can support this initiative to increase the implementation of telematics devices within GGO client departments by providing on-sight installations and ad hoc consultations regarding the use and maintenance of telematics in fleet vehicles.

## SW.4.0 PROJECT REQUIREMENTS

### SW.4.1 Tasks, Deliverables, Milestones and Schedule

The Office of Energy Efficiency requires telematics installation services to facilitate and harmonize fleet data acquisition and bolster program participation.

- Consulting with NRCan to outline fleet specifications
  - Fleet region locations
  - Number of vehicles
  - Vehicle make and model
  - Implementation strategy
- Device installation and preliminary data
  - Vehicle odometers and date of reading
  - Installation of device in vehicle OBD2 port
  - Installation of extension adapters when required
  - logging vehicles for which adapters are required
  - Fielding any on-site questions from vehicle operators about the devices
- Progress reporting
  - Providing NRCan with installation progress reports including vehicles logged, number of adapters used, devices installed, and odometer readings.

Tasks/Activities	Deliverables	Time Schedule
<b>Phase 1 – Implementation plan and scoping</b>		
Outlining vehicles and fleet locations	Vehicle and fleet lists for installations	1 week after contract award



Communication with fleets and planning of deployment	Established fleet locations and installation dates	2 weeks after contract is awarded
<b>Phase 2 – Deployment of data loggers</b>		
Travelling to fleet regions and performing on-site installations Fielding questions from vehicle operators when required	Successful installation of 80% of telematics devices as per established vehicle lists	3 weeks after contract is awarded
<b>Phase 3 – Continuation and Refinement</b>		
Continuation of phased approach to telematics deployment and installation	Repeat of Phase 1 and 2 for additional fleets	Completed by March 31, 2020

#### SW.4.2 Reporting Requirements

The Contractor will provide verbal bi-monthly (every 2 weeks) updates, and written monthly report to the Project Authority to ensure the contract demonstrates timely deliverables, accordance with the budget and acceptable quality.

Reporting periods during which no devices are installed will still require updates to reflect the ongoing progress of the project.

The Contractor and Project Authority will attend monthly in-person or virtual meetings to ensure the project is on track, discuss challenges and revise planning and delivery accordingly.

#### SW.4.3 Method and Source of Acceptance

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

### SW.5.0 OTHER TERMS AND CONDITIONS OF THE SOW

#### SW.5.1 Contractor’s Obligations

In addition to the obligations outlined in Section 2 of this Statement of Work, the Contractor shall:

- Keep all information confidential and content in both official languages
- submit all written reports in electronic Microsoft Office compatible documentary form
- attend meeting with stakeholders, as needed
- participate in teleconferences, as needed
- attend in-person meetings at NRCan once a month
- work on this iterative project in collaboration with the Project Authority and other stakeholders

#### SW.5.2 NRCan’s Obligations

The Project Authority will provide all relevant information and documentation related to the project and serve as point of contact on all matters associated to the work, including:

- access to departmental information documents such as publications, reports, studies; government and departmental policies and procedures
- coordination of meetings and presentations



- providing comments on draft reports within five (5) working days
- providing approval of content
- providing other assistance or support as needed

### **SW.5.3 Location of Work and Delivery Point**

The work is expected to be completed at various regional fleet locations, with regular meetings via teleconference.

NRCan is not responsible for the Contractor's travel and associated costs between the Contractor's regular place of business and fleet locations where devices are installed.

### **SW.5.4 Language of Work**

All correspondence, meetings, tasks and deliverables associated to the requirement to be provided in English or French. All public communications content will be translated and provided in English and French by the Contractor.

### **SW.5.5 Special Requirements**

#### Installations and Privacy

This project will involve installing telematics devices that collect non-identifying data in accordance with the Privacy Act.

The Contractor shall comply with applicable laws pertaining to privacy and confidentiality in dealing with information and records related to the Project. The contractor is subject to the federal Personal Information Protection and Electronic Documents Act and all substantially similar provincial legislation.

#### Public Opinion Research

This project will not involve public opinion research and all interventions will be factual and behavioral in nature.



## ANNEX B - BASIS OF PAYMENT

### FIRM UNIT COST

The unit cost offered by the supplier for the work should be all-inclusive (in Canadian funds) prices. Applicable taxes are excluded. Any Travel and Living Expenses and other miscellaneous expenses must be included in the price.

DESCRIPTION	*Estimated Quantity	**Firm Unit Cost	Total Estimated Cost
Installation of Telematics Devices	2,300	\$ _____	\$ _____

\* The estimated quantity identified in the table above is the maximum of devices (No guarantee).

\*\*The Unit Cost is defined as the cost that includes the installation progress report and gathering of preliminary vehicle data for installation of one unit of a telematics device.



### APPENDIX A - EVALUATION 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.

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.

#### 1. 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 and given no further consideration.

Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
M1	<b>Bidder’s Company Experience</b>  The bidder <b>MUST</b> demonstrate, in the form of a list of relevant projects, that the <b>company has recent experience (within the past 10 years) in the following:</b>		
	Providing national installation services of telematics devices or other devices in the OBDII port to fleets situated across Canada (minimum of 5 provinces).		
	Accurately recording preliminary vehicle data on site (odometer readings, dates, locations, make/ model).		
	Providing installation services of telematics devices or other devices in the OBDII port to fleets with ≥500 vehicles.		
	Providing periodic status reports on installation of telematics devices or other devices in the OBDII port progress.		





Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
	<p>Each project should contain the following:</p> <ul style="list-style-type: none"><li>○ Project title and department/ organization/ company name</li><li>○ Client information (contact name, title and phone number);</li><li>○ Time period (e.g. October 2012 to September 2016);</li><li>○ Description (vehicle data recording and provision of installation progress report);</li><li>○ Location of the fleet (province or territory);</li><li>○ Number of the fleet vehicles (500 vehicles).</li></ul> <p>NRCan reserves the right to validate the information with the cited client.</p>		



## 1.2 EVALUATION OF RATED CRITERIA

The criteria contained herein will be used by NRCan to evaluate each proposal that has met all of the mandatory criteria.

Criterion ID	Point Rated Technical Criteria	Points Breakdown	Maximum Points Available	Proposal Page #
R1	<p>The proposal should demonstrate recent experience (i.e. previous projects completed within the last 10 years) completing telematics installation. Key considerations include:</p> <ul style="list-style-type: none"> <li>• <b>Installation of telematics devices or other devices in the OBDII port and preliminary data gathering</b></li> <li>• <b>Device install reporting</b></li> </ul>	<p><b>1 point for each completed project where *preliminary vehicle data are recorded (max. 5 points)</b></p> <p><b>1 point for each completed project where **Device install report was provided (max. 5 points)</b></p> <p>* Preliminary vehicle data is defined and includes installation date, Device unit ID, Vehicle Make, Model, Year &amp; Odometer.</p> <p>** installation progress report is a periodic status report that keeps the client apprised of units installed against units left to install.</p>	10	
R2	<p>Completing telematics installation on large fleets (≥500 vehicles).</p> <ul style="list-style-type: none"> <li>• <b>Number of fleet vehicles serviced in a given fleet</b></li> </ul>	<p><b>1 Point per additional 50 vehicles.</b></p>	10	
R3	<p>Completing telematics installation in multiple provinces and territories.</p> <ul style="list-style-type: none"> <li>• <b>National scope of installation</b></li> </ul>	<p><b>2 points per provincial or territorial jurisdiction.</b></p>	26	
<b>Total Points Available:</b>			<b>46</b>	



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**APPENDIX B – FINANCIAL PROPOSAL FORM**

**FIRM UNIT COST**

The unit cost offered by the supplier for the work should be all-inclusive (in Canadian funds) prices. Applicable taxes are excluded. Any Travel and Living Expenses and other miscellaneous expenses must be included in the price.

DESCRIPTION	*Estimated Quantity	**Firm Unit Cost	Total Cost
Installation of Telematics Devices	2,300	\$ _____	\$ _____

\*The estimated quantity identified in the table above is for evaluation purposes only.

\*\* The Unit Cost is defined as the cost that includes the installation progress report and gathering of preliminary vehicle data for installation of one unit of a telematics device.

**FOR ANY ERRORS IN THE CALCULATION, THE FIRM UNIT COST WILL BE UPHELD.**