



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	4
1.1 INTRODUCTION.....	4
1.2 SUMMARY	4
1.3 DEBRIEFINGS	4
PART 2 - BIDDER INSTRUCTIONS	5
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	5
2.2 SUBMISSION OF BIDS.....	5
2.3 ENQUIRIES - BID SOLICITATION.....	6
2.4 APPLICABLE LAWS.....	6
2.5 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD.....	6
2.6 BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY	6
PART 3 - BID PREPARATION INSTRUCTIONS.....	7
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	8
4.1 EVALUATION PROCEDURES.....	8
4.2 BASIS OF SELECTION.....	8
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	10
PART 6 - SECURITY REQUIREMENTS.....	15
PART 7 - RESULTING CONTRACT CLAUSES	16
7.1 STATEMENT OF WORK.....	16
7.2 STANDARD CLAUSES AND CONDITIONS.....	16
7.3 DISPUTE RESOLUTION.....	16
7.4 SECURITY REQUIREMENTS	17
7.5 TERM OF CONTRACT	17
7.6 AUTHORITIES	17
7.7 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	18
7.8 PAYMENT	18
7.9 INVOICING INSTRUCTIONS	19
7.10 CERTIFICATIONS	19
7.11 APPLICABLE LAWS.....	19
7.12 PRIORITY OF DOCUMENTS	19
7.13 FOREIGN NATIONALS (CANADIAN CONTRACTOR OR FOREIGN CONTRACTOR).....	20
7.14 INSURANCE	20
7.15 CONTRACT ADMINISTRATION	20
ANNEX A - STATEMENT OF WORK	21
ANNEX B - BASIS OF PAYMENT	25
APPENDIX 1 - EVALUATION CRITERIA.....	26
APPENDIX 2 – FINANCIAL PROPOSAL FORM.....	31



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

By means of the RFP, Natural Resources Canada (NRCan) is seeking proposals to contract an organization for services in support of ISO 50001 as it relates to ISO Technical Committee 301 (TC 301) and the Standard Mirror Committee (SMC).

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Canadian Free Trade Agreement (CFTA).

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](#) (2019-03-04) 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 entirely
- **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:

nrcan.quebecbid-soumissionquebec.nrcan@canada.ca

IMPORTANT

It is requested that you write the following information in “Subject” of the e-mail:

NRCan-5000050944 - ISO 50001 Support

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

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

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 **seven (7)** 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 seven (7) 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:

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

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.

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 2. The total amount of Applicable Taxes must not be shown.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

Section IV: Additional Information

In Section IV of their bid, bidders should provide:

1. the 1st page of this RFP signed with their legal name;
2. the name of the contact person (provide also this person's mailing address, phone numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid.



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 1 – 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.
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 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 70/30 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)



		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.14$	$92/135 \times 70 = 47.70$
	Pricing Score	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27$	$45/45 \times 30 = 30.00$
Combined Rating		84.18	73.14	77.70
Overall Rating		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: _____
 Member 4: _____

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) 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.

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 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

There is no security requirement applicable to 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) (<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).

7.2.2 Supplemental General Conditions

The following clauses apply to this contract:

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

7.3 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.

7.4 Security Requirements

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 April 1st, 2020 to March 31, 2022 inclusive.

7.6 Authorities

7.6.1 Contracting Authority

The Contracting Authority for the Contract is:

France Bolduc
Procurement Specialist
Natural Resources Canada
1055, rue du P.E.P.S., C.P. 10380
Quebec, QC G1V 4C7
418 648-5043
france.bolduc@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 provided at contract award)

The Project Authority for the Contract is:



Name:
Title:
Organization:
Address:
Telephone:
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 provided at contract award*)

Name:
Title:
Organization:
Address:
Telephone:
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 Price, Firm Unit Price(S) or Firm Lot Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex B for a cost of \$ _____ (*insert the amount at contract award*). Customs duties are included and 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 - 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.



7.9 Invoicing Instructions

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

<p><u>E-mail:</u></p> <p>rncan.invoiceimaging-servicedimageriedesfactures.rncan@canada.ca</p> <p>Note: Attach "PDF" file. No other formats will be accepted</p>
OR
<p><u>Fax:</u></p> <p>Local NCR region: 613-947-0987 Toll-free: 1-877-947-0987</p> <p>Note: 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: _____

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 _____. (*Insert the name of the province or territory as specified by the Bidder in its bid, if applicable.*)

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 supplemental general conditions 4007 (2010-08-16) - Canada to Own Intellectual Property Rights in Foreground Information.
- (c) the general conditions 2035 (2018-06-21), General Conditions – Higher Complexity Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated _____, (*insert date of bid*)

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.



ANNEX A - STATEMENT OF WORK

SW.1.0 TITLE:

ISO (*International Organization for Standardization*) 50001 Support

SW.2.0 BACKGROUND

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

Businesses or similar organizations can benefit from:

- The availability of a widely accepted International Organization for Standardization (ISO) standard, ISO 50001:2018 that promotes the use of energy management systems,
- ISO Standards and Guidance documents that explain how to implement effective energy management, and
- ISO standards that harmonize quantitative methods for evaluating energy performance globally, incorporating a common system for managing energy and evaluating and reporting the concept of continual improvement, which is also a principal feature of ISO 9001 and 14001 standards.

Natural Resources Canada (NRCan) has played a leading role in the development and publication of *ISO 50001 – Energy Management Systems Standard*. NRCan continues playing an important role as an international representative on ISO Technical Committee 301 (TC 301), which is responsible for ISO 50001 development and improvements.

All parties can benefit from the globally harmonized management system and evaluation criteria from ISO/TC 301's deliverables because they:

- permit organizations to use an approach that has been reviewed and accepted by professionals from many different market sectors,
- benefit multinational organizations to use a single, common system for evaluating and reporting energy performance everywhere, and
- allow other organizations to make international comparisons of program effectiveness.

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

ISO/TC 301 facilitates:

- Continual improvement in both the design and outcomes of energy management systems through its published documents, responding to an increasing body of data and experience that will result from large scale deployment and utilization of these documents and associated processes, and
- Refinement of its guidance documents on how to implement ISO 50001 for different sizes and types of organizations, again in response to increasing experience worldwide.

Harmonization of governmental and private sector policy programs supports improved energy performance, by maintaining ISO 50001 and its other documents in ways that respond to ongoing



comments and allow for continual improvement of these documents as well as the activities that they advise.

NRCan’s responsibilities will include participating in the ISO drafting process, to produce revised standards or guidelines with input from international experts. This involves preparing working draft documents that must pass through a number of stages of comment and approval by international representatives on ISO committee TC 301 before finalization and ratification by ISO as an international standard. NRCan will require expert assistance from an organization that is familiar with the development of standards and the ISO process in order to fulfill its responsibilities. NRCan will also require expert assistance with respect to its duties within the ISO 50001 Canadian Standard Mirror Committee (SMC). The contractor is expected to maintain linkage between both committees (TC 301 and SMC) and inform the SMC about any ISO 50001 issues that might be of concern for Canada.

Qualifications

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

Organization

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

Individuals

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

SW.3.0 OBJECTIVES

The purpose of this requirement is to hire an organization to provide the services in support of NRCan’s responsibilities including advice to NRCan of its TC-301 duties and related linkages between the TC 301 and the SMC committees.

SW.4.0 PROJECT REQUIREMENTS

SW.4.1 Tasks, Deliverables, Milestones and Schedule

Task/Activities	Deliverables/Milestones
1) Activities related to Standards within TC 301	<ul style="list-style-type: none"> • Be aware of the proceedings of TC 301 international and US bilateral meetings. Note that these meetings may occur via teleconference; no travel costs are covered within the course of this contract. An average of one meeting per month is expected.



	<ul style="list-style-type: none">• Provide expert advice on the ISO standards development process.• Assist the ISO/TC 301 project team to understand their duties in accordance with the ISO process and on procedures associated with the progression of the projects.• Facilitate information exchanges and sharing of experiences and good practices among committee members.• Inform as needed committee members about any development or changes (e.g. ISO Directive) that may impact projects and advise on procedures, approaches and deadlines to follow, as well as inputs to be provided and decisions to be taken. This may include, but is not to be limited to providing advice to the committee on procedures associated with the progression of any ISO 50001 sub-standard development or revision.
2) Linkage between ISO/TC 301 and SMC	<ul style="list-style-type: none">• Prepare periodic progress reports on ISO/TC 301 work to SMC and on SMC position to ISO/TC 301.• Assign document review responsibilities. Monitor schedules for input, advise the committee of approaching deadlines, and expedite their input to insure timely completion of the activity.• Maintain awareness on the part of the SMC of ongoing ISO standard development, potential issues that may affect ISO 50001 and/or Canada, areas requiring Canadian engagement, distribute ballots and ballot reports, make the SMC aware of deadlines, and organize Canadian attendance at meetings of the ISO TC 301.• Inform as needed committee members about any development or changes (e.g. ISO Directive) that may impact the SMC or Canada.• Provide advice to the committee on procedures associated with the progression of any ISO 50001 standard review.• Facilitate information exchange and sharing of experiences and good practices among committee members.• Indicate documents that are necessary for discussion during meetings.
3) Activities Related to SMC	<ul style="list-style-type: none">• Continuously upgrade the SMC Membership with members from different sectors, including industry (in particular organizations using ISO 50001)• Ensure that the SMC is chaired by a competent Chairperson, with knowledge of the ISO Standardization process, the SCC (Standards Council of Canada) process and the ISO 50001 Energy Management Standard (s).• Set and attend monthly SMC teleconference meetings, take minutes and circulate to SMC members.



	<ul style="list-style-type: none"> • Assist the project team (SMC) to understand their duties in accordance with the ISO process and on procedures associated with the progression of the projects. • Facilitate diverse opinions among members of the SMC and provide guidance on issues and areas of concern • Provide relevant material from the international arena, including national standards, guideline, etc. and indicate when and why SMC members should read or comment on it.
4) Annual Reports	<ul style="list-style-type: none"> • In addition to the requirements of the progress reports (described in SW.4.2 Reporting Requirements), prepare annual reports that cover the items listed in activities 1 to 3. The reports are to be submitted by March 31, 2021 and March 31, 2022.

SW.4.2 Reporting Requirements

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

➔ **When submitting an invoice for payment, the contractor must provide a breakdown of the expenditures based on the 4 tasks identified in Section 4.1.**

SW.4.3 Method and Source of Acceptance

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

SW.5.0 OTHER TERMS AND CONDITIONS OF THE SOW

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

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



ANNEX B - BASIS OF PAYMENT

(amount to be completed at contract award)

Milestone #	Milestone payment date	Milestone Firm Price (applicable taxes excluded)
1	December 2020	(20%)
2	March 2021	(20%)
3	August 2021	(20%)
4	December 2021	(20%)
5	March 2022	(20%)



APPENDIX 1 - 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

1.1 MANDATORY EVALUATION 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.

Item	Mandatory Requirements for the organization and individuals assigned to the work by the resource	Compliant (Yes/No)	Reference to Bidder’s Proposal
Organization			
M1	The bidder must have an accreditation by the Standards Council of Canada (SCC) as a standards development organization. Proof of this accreditation must be provided with the Bidder’s proposal.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M2	The bidder must have published at least ten (10) standards that deal with management of energy or environment. Proof of these publications must be provided with the Bidder’s proposal.	<input type="checkbox"/> Yes <input type="checkbox"/> No	



Item	Mandatory Requirements for the organization and individuals assigned to the work by the resource	Compliant (Yes/No)	Reference to Bidder's Proposal
Individuals			
M3	<p>The bidder must submit a detailed CV for each individual who will be working on this project <u>AND</u> specify to which tasks, each individual is to be assigned.</p> <p>Identify the fraction or percent of the work to be accomplished by each individual involved in the proposed team as indicated in table 6.3 below.</p> <p>CVs must include at minimum, professional experience in month/year and education.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>ISO Secretariat Experience (Experience required for teams members assigned to task 1, 2, 3 and 4) will be assessed by Bids Evaluation Team using Table 6.4 and the weighted average calculated based on the fraction or percent of work to be accomplish by each team member provided in table 6.3.</p>			
M4	<p>Each proposed resource(s) must have experience working on a minimum of three (3) international secretariats for the development of ISO standards within the last ten (10) years prior to the closing date.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M5	<p>The proposed resource(s) must have a <u>minimum of 10 years</u> of experience each in <u>each</u> of the following (1 and 2):</p> <p>1. Standard development - Developing consensus and non-consensus standards, codes of practice or specifications that contain rules and guidelines;</p> <p style="text-align: center;">AND</p> <p>2. Project management</p> <p style="padding-left: 20px;">A. Conducting stakeholder meetings involving major players that include governments, industry, NGO's, academia or universities (each proposed resource must have at least 5 years of experience).</p> <p style="padding-left: 40px;">and</p> <p style="padding-left: 20px;">B. Manage communication within various working</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes	



Item	Mandatory Requirements for the organization and individuals assigned to the work by the resource	Compliant (Yes/No)	Reference to Bidder's Proposal
	<p>groups and identify issues and follow-up items to each other (each proposed resource must have at least 5 years of experience);</p> <p>Note: Years for points 2A and 2B are adding up with each point requiring a minimum of five-year experience.</p>	<input type="checkbox"/> No	

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.

Proposals will be evaluated based on the following criteria:

Item	Requirement for the organization and for the individuals assigned to the work	Points Breakdown	Max Points	Illustrated Compliance
Organization				
R1	<p>The bidder experience presented in M2 The bidder has published over 10 standards that deal with management of energy or environment. Further to requirement M2, the bidder will be awarded points for additional published standards that deal with management of energy or environment. Up to maximum of ten (10) points will be awarded.</p>	<p>0-10 standards – 0 pt</p> <p>11 – 15 standards- 3 points</p> <p>16 – 20 standards - 5 points</p> <p>21 – 25 standards - 7 points</p> <p>> 25 standards - 10 points</p>	10	
R2	<p>The proposed resource experience presented in M3 and M4. Further to requirement M4, the proposed resource will be awarded points for experience working on international secretariats for the development of ISO standards. See Table 6.4 – Column R2 Up to maximum of fifteen (15) points will be awarded.</p>	Number of secretariats	15	
R3	<p>The proposed resource experience presented in M3 and M5-1. Further to M5-1 requirement, the bidder will be awarded points for additional years of experience. See Table 6.4 – Column R3</p>	Number of years of standards development experience	10	



	Up to maximum of ten (10) points will be awarded.			
R4	<p>The proposed resource experience presented in M3 and M5-2. Further to M5-2 requirement, the bidder will be awarded points for additional years of experience. A) Conducting stakeholder meetings B) Managing communication within various working groups</p> <p>See Table 6.4 – Column R4</p> <p>Up to maximum of ten (10) points will be awarded.</p>	Number of years of project management experience in (A) and (B)	10	
Total Points Available			45	

6.3 The Percentage of the Overall Project Effort Performed by Each Team Member

(This is an example - Change individual names and rows and percent of the overall project effort as appropriate).

Team Member	Project Tasks:
	1. Activities related to ISO 50001 Standards Revision within ISO TC 301 2. Linkage between ISO/TC 301 and SMC 3 Activities Related to SMC 4. Annual Reports
Joe Smith	30%
Jane Do	10%
Ray Bob	60%
TOTAL	100%

6.4 Assessment of team experience per criteria (To be assessed by bid evaluation team based on CVs and task outline provided under Table 6.3).

(Below is an example - Leave blank on your submission).

Team Members	Pointed Rated Requirement



	R2	R3	R4	
	Based on M4 (Number of international secretariats for the development of ISO standards)	Based on M5-1 (Number of years of experience working on standard development)	Based on M5-2 (Number of years of project management experience)	
			A) Conducting stakeholder meetings	B) Managing communication within various working groups
Minimum required according to mandatory criteria	3 secretariats	10 years	5 years	5 years
Joe Smith	10	25	25	20
Jane Do	7	15	10	5
Ray Bob	3	10	5	5
Breakdown	JS: 30% x (10-3) + JD: 10% x (7-3) + RB: 60% x (3-3) = 2.5	JS: 30% x (25-10) + JD: 10% x (15-10) + RB: 60% x (10-10) = 5	JS: 30% x (25-5) + JD: 10% x (10-5) + RB: 60% x (5-5) = 6.5	JS: 30% x (20-5) + + JD: 10% x (5-5) + RB: 60% x (5-5) = 4.5
Weight	3	1	1	1
Total Points	7.5	5.0	6.5	4.5
Maximum	15	10	5	5
Received points	7.5	5	5	4.5

