



**Request for Proposal: ISED204337**

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The Department of Industry (also known as Innovation, Science and Economic Development (ISED) Canada) Strategic Innovation Fund (SIF) Ministère de l'Industrie (également connu sous le nom d'Innovation, Sciences et Développement économique (ISDE) Canada) Fonds stratégique pour l'innovation (FSI)

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**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Innovation, Science and Economic Development 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 thereof.

**Proposition aux: Innovation, Sciences et Développement économique Canada**

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235 Queen Street  
Ottawa, Ontario, K1A 0H5

<b>Title – Sujet</b> Strategic Innovation Fund (SIF) Project-Level GHG Estimation	
<b>Solicitation No. – N° de l'invitation</b> ISED-204337	<b>Date</b> August 17, 2022
<b>Solicitation Closes – L'invitation prend fin</b> <b>at – 11:59 PM</b> <b>on – September 28, 2022</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Time (EDT)
F.O.B. - F.A.B.	
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<b>Signature</b>	<b>Date</b>



# **REQUEST FOR PROPOSAL (RFP)**

**FOR THE PROVISION OF**

**Consultant for the Greenhouse Gas Project**

**FOR**

**Strategic Innovation Fund**

**ISED-204337**



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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements, the Task Authorization Form 572 and any other annexes.

### **1.2 Summary**

#### **1.2.1**

Canada's government is committed to addressing climate change and measuring the impacts of Federal investments in clean technology. The Strategic Innovation Fund (SIF) has refined its approach for measuring these impacts.

In collaboration with other GoC stakeholders, SIF has developed a template and guidance documents to help SIF applicants develop standardized estimates of GHG reductions from their projects (the GHG Estimation Tool). The provision of estimates using the GHG Estimation Tool will be required from applicable SIF applicants as part of their submission of a Full Application to the program, and all completed GHG Estimation tools must be validated by a consultant.

The completed and validated GHG Estimation tool are brought to the interdepartmental Greenhouse Gas Impacts Working Group (GHGIWG) where estimates are assessed to ensure project GHG benefit claims are credible. The GHGIWG includes membership from experts in Environment and Climate Change Canada, Natural Resources Canada, Transport Canada and Innovation, Science and Economic Development.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-GPA).



### 1.2.2

There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

### 1.2.3

The requirement is limited to Canadian services.

### 1.2.4

There is an optional bidders' conference and site visit associated with this requirement where personnel security screening is required prior to gaining access to PROTECTED information, assets or sites. Consult Part 2 – Bidder Instructions.

## 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](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days  
Insert: 120 calendar days



## 2.2 Submission of Bids

Bids must be submitted only to Strategic Innovation Fund by the date, time and place indicated on page 1 of the bid solicitation.

Electronic proposals must have separate files attached for each section as detailed in Part 3 – Bid Preparation Instructions. The subject line must be in the following format: Subject Line: Proposal for RFP# **ISED-204337**. Total email file size cannot exceed 7MB. If passwords are used for these documents, the password must be sent by the date and time indicated on page 1 of the bid solicitation. The instructions may be sent in a separate email and should include as a minimum the password, the solicitation number and the Bidder's information.

Please note: Electronic Proposals must not be copied to any other address or individual. Failure to comply will be grounds for disqualification and the proposal will not be evaluated.

Ensure name, address, Closing Date, and Solicitation Number are clearly identified.

Failure to comply with 2.2. will be grounds for disqualification and proposal will not be evaluated.

## 2.3 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 FPS, bidders must provide in writing before contract award for each question below, the answer and, as applicable, the information required.

If the Contracting Authority has not received the answer to the question and, as applicable, the information required by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the answer and, as applicable, the information required. 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 FPS in receipt of a pension, as applicable:

- a. name of former public servant; and
- 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; and
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

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

## **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted to the Contracting Authority as of August 17, 2022 and no later than three (3) 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.





## 2.5 Applicable Laws

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

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

## 2.6 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 favor 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.

## 2.7 Mandatory Site Visit

As when and needed basis, the Bidder could be required to visit the work site as requested by the Project Authority.

Personnel security screening is required prior to gaining authorized access to PROTECTED information, assets, or sites. The Bidder's Company Security Officer (CSO) must ensure that their representatives hold a valid security clearance at the required level for the site visit. Failure to comply with the security requirements will result in the representative(s) being denied access to the site.

## 2.8 Basis for Canada's Ownership of Intellectual Property

Strategic Innovation Fund has determined that any intellectual property rights arising from the performance of the Work The Crown is to retain the IP generated by this contract, under Exemption 4.1 of the "Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts", which allows an exemption to contractor ownership:

1. Where the main purpose of the Crown Procurement Contract, or the deliverables contracted for, is:
  - a) To generate knowledge and information for public dissemination

## 2.9 Bid Challenge and Recourse Mechanisms

- a. Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- b. Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)



- c. Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

## **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

Section II: Financial Bid

Section III: Certifications

Section IV: Additional Information

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

Canada requests that bidders send all their bids electronically.

#### **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.

Part 4, Evaluation Procedures, contains additional instructions that bidders should consider when preparing their technical bid.



## Section II: Financial Bid

- A. Bidders must submit their financial bid in Canadian funds and in accordance with the pricing schedule detailed in Attachment 1 to Part 3.
- B. Bidders must submit their rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.
- C. When preparing their financial bid, Bidders should review clause 1.2, Financial Evaluation, of Part 4 of the bid solicitation; and article 6, Payment, of Part 6 of the bid solicitation.
- D. Electronic Payment of Invoices - Bid

Canada requests that bidders:

- 1. select option 1 or, as applicable, option 2 below; and
- 2. include the selected option in Section II of their bid.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

Option 1:

The Bidder accepts to be paid by the following Electronic Payment Instrument(s):

- VISA Acquisition Card
- MasterCard Acquisition Card
- Direct Deposit (Domestic and International)
- Electronic Data Interchange (EDI)
- Wire Transfer (International Only)
- Large Value Transfer System (LVTS) (Over \$25M)

Option 2:

- The Bidder does not accept to be paid by Electronic Payment Instruments.

### 3.1.1 SACC Manual Clauses

## Section III: Certifications

In Section III of their bid, bidders should provide the certifications required under Part 5 and, as applicable, any associated additional information.

## Section IV: Additional Information

In Section IV of their bid, bidders should provide:

- 1. their legal name;
- 2. their Procurement Business Number (PBN);
- 3. the name of the contact person (provide also this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid;
- 4. for Part 2, article 3, Former Public Servant, of the bid solicitation: the required answer to each question; and, if the answer is yes, the required information.



**ATTACHMENT 1 TO PART 3 - PRICING SCHEDULE**

The Bidder should complete this pricing schedule and include it in its financial bid once completed. As a minimum, the Bidder must respond to this pricing schedule by including in its financial bid its quoted all-inclusive fixed daily rate (in Can \$) for each of the resource categories identified. Note that rates are determined based on the level of urgency required for the completion of a validated GHG estimation tool for a project.

Certain costs associated with the work to be carried out, as stated in Appendix A – Statement of Work, must be provided as fixed hourly rate. The Pricing Schedules below identifies the costing components and identifies that the Bidder must provide a fixed hourly rate.

The rates included in this pricing schedule includes the total estimated cost of any travel and living expenses that may need to be incurred for the Work described in Part 6 of the bid solicitation.

Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the contractor for any relocation of resources required to satisfy its contractual obligations.

Note, a project GHG-estimation may be determined as urgent if SIF has identified and communicated the project as an urgent priority and requires swift turn-around or upon review of the project details and timelines, consultant has determined SIF timelines are unfeasible and could only be achieved if the project is deemed urgent (requiring increased capacity or resources to support). The consultant may provide a quote based on the level of urgency:

- Urgent (during business hours) – Urgent work that can be completed during regular business or operating hours.
- Urgent (outside business hours) – Urgent work that can only be completed if consultant is also working outside regular business or operating hours (e.g., evenings, weekends or holidays).

	<b>Name of Proposed Resource(s)</b>	<b>Level of Urgency to Complete GHG Validation</b>	<b>Firm Rate</b>
<b>Period 1: October 17, 2022 – October 16, 2023</b>		Regular	Firm rate of \$ _____ / hour
		Urgent (during business hours)	Firm rate of \$ _____ / hour
		Urgent (outside business hours)	Firm rate of \$ _____ / hour
<b>Option Period 1: October 17, 2023 – October 16, 2024</b>		Regular	Firm rate of \$ _____ / hour
		Urgent (during business hours)	Firm rate of \$ _____ / hour
		Urgent (outside business hours)	Firm rate of \$ _____ / hour
<b>Option Period 2: October 17, 2024 – October 16, 2025</b>		Regular	Firm rate of \$ _____ / hour
		Urgent (during business hours)	Firm rate of \$ _____ / hour
		Urgent (outside business hours)	Firm rate of \$ _____ / hour



<b>Option Period 3: October 17, 2025 – October 16, 2026</b>		Regular	Firm rate of \$ / hour
		Urgent (during business hours)	Firm rate of \$ / hour
		Urgent (outside business hours)	Firm rate of \$ / hour
<b>Option Period 4: October 17, 2026 – October 16, 2027</b>		Regular	Firm rate of \$ / hour
		Urgent (during business hours)	Firm rate of \$ / hour
		Urgent (outside business hours)	Firm rate of \$ / hour
<b>Option Period 5: October 17, 2027 – October 16, 2028</b>		Regular	Firm rate of \$ / hour
		Urgent (during business hours)	Firm rate of \$ / hour
		Urgent (outside business hours)	Firm rate of \$ / hour

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

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

#### 4.1.1 Technical Evaluation

##### a. Mandatory Technical Criteria :

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words “must” or “mandatory” is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified. The Mandatory evaluation criteria are described in Annex E - Bid Evaluation Criteria.

##### b. Point-Rated Technical Criteria :

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly.

##### c. Reference Checks :

- i. If a reference check is performed, Canada will conduct the reference check in writing by e-mail or by telephone. Canada will send all email reference check requests or telephone information provided to contacts supplied by all the Bidders on the same day using the email address provided in the bid. Canada



will not award any points unless the response is received within 5 working days of the date that Canada's email was sent.

- ii. On the third working day after sending out the reference check request, if Canada has not received a response, Canada will notify the Bidder by email, to allow the Bidder to contact its reference directly to ensure that it responds to Canada within 5 working days. If the individual named by a Bidder is unavailable when required during the evaluation period, the Bidder may provide the name and email address of an alternate contact person from the same customer. Bidders will only be provided with this opportunity once for each customer, and only if the originally named individual is unavailable to respond (i.e., the Bidder will not be provided with an opportunity to submit the name of an alternate contact person if the original contact person indicates that he or she is unwilling or unable to respond). The 5 working days will not be extended to provide additional time for the new contact to respond.
- iii. Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated.
- iv. Points will not be allocated and/or a bidder will not meet the mandatory experience requirement (as applicable) if (1) the reference customer states he or she is unable or unwilling to provide the information requested, or (2) the customer reference is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder instead of being a customer of the Bidder itself). Nor will points be allocated or a mandatory met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder.
- v. Whether or not to conduct reference checks is discretionary. However, if Canada chooses to conduct reference checks for any given rated or mandatory requirement, it will check the references for that requirement for all bidders who have not, at that point, been found non-responsive.

#### **4.1.2 Joint Venture Experience**

- a. Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.

Example: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the bidder has previously done the work. This bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.

- b. A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.

Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance service, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing



maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.

- c. Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submitted this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

Example: A bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the bidder demonstrate experience providing resources for a minimum number of 100 billable days, the bidder may demonstrate that experience by submitting either:

- o Contracts all signed by A;
- o Contracts all signed by B; or
- o Contracts all signed by A and B in joint venture, or
- o Contracts signed by A and contracts signed by A and B in joint venture, or
- o Contracts signed by B and contracts signed by A and B in joint venture.

that show in total 100 billable days.

- d. Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

#### **4.1.3 Mandatory Technical Criteria**

Refer to Attachment 1 to Part 4.

#### **4.1.4 Point Rated Technical Criteria**

Refer to Attachment 1 to Part 4. Point-rated technical criteria not addressed will be given a score of zero.

#### **4.1.5 Financial Evaluation**

For bid evaluation and Contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.

Mandatory Financial Criteria. Refer to Attachment 1 to Part 4.

### **4.2 Basis of Selection – Highest Combined Rating of Technical Merit 80% and Financial Merit 20%**

#### **4.2.1 To be declared responsive, a bid must:**

- a. comply with all the requirements of the bid solicitation;
- b. meet all the mandatory evaluation criteria; and
- c. obtain the required minimum number of points specified in Attachment 1 to Part 4 for the point rated technical criteria.

#### **4.2.2 Bids not meeting 4.5.1 (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.**



- 4.2.3** The lowest evaluated price (LP) of all responsive bids will be identified and a pricing score (PS), determined as follows, will be allocated to each responsive bid (i):  $PS_i = LP / P_i \times 20$ .  $P_i$  is the evaluated price (P) of each responsive bid (i).
- 4.2.4** A technical merit score (TMS), determined as follows, will be allocated to each responsive bid (i):  $TMS_i = OS_i \times 80$ .  $OS_i$  is the overall score (OS) obtained by each responsive bid (i) for all the point rated technical criteria specified in Attachment 1 to Part 4, determined as follows: total number of points obtained / maximum number of points available.
- 4.2.5** The combined rating (CR) of technical merit and financial for each responsive bid (i) will be determined as follows:  $CR_i = FSi + TMS_i$ .
- 4.2.6** The responsive bid with the highest combined rating of technical merit and financial will be recommended for award of a contract between 0 and 4 bids. It is possible for a bidder to be awarded more than 1 position. In the event two or more responsive bids have the same highest combined rating of technical merit and price, the responsive bid that obtained the highest overall score for all the point rated technical criteria detailed in Attachment 1 to Part 4 will be recommended for award of a contract.





**ATTACHMENT 1 to PART 4 - TECHNICAL CRITERIA**

**Mandatory Technical Criteria**

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately. Canada may decide to terminate the evaluation upon the first finding of non-compliance of a mandatory requirement.

The Bidder must submit a detailed CV of their proposed resource(s) demonstrating that each proposed resource meets the minimum mandatory requirements (references, educational, and work experience) as per the flexible grid found in Table 1 below.

<b>CORPORATE REQUIREMENTS</b>		
<b>NO</b>	<b>Mandatory Technical Criterion</b>	<b>Compliant (Yes / No)</b>
<b>MT1</b>	The Bidder must have a total minimum of three (3) years of experience in assessment of GHG project impacts.	
<b>MT2</b>	The Bidder must have performed GHG impact assessment on clean technology projects related to a Federal or Provincial program or comparable programs such as Sustainable Development Technologies Canada (SDTC). The Bidder must have experience, training, and/or willingness to obtain training in quantifying GHG impacts of a project following ISO 14064 protocols. Alternately as an equivalent we would accept a demonstration (e.g., through work experience or a resume) that the resource has worked for a body that has been or has themselves been accredited to the ISO Standard 14065, and has conducted verification in accordance with ISO Standard 14064.	
<b>MT3</b>	The Bidder must demonstrate their knowledge and experience related to assessing GHG and GHG reductions related to Canadian industrial sectors.	
<b>MT4</b>	The bidder and any proposed resource(s) must have a RELIABILITY security clearance by the time of Task Authorization issuance. The Bidder must include the proposed resources' date of birth, full legal name and security clearance reference number as part of their proposal.	



**Point Rated Technical Criteria**

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Any proposal which fails to achieve the required minimum score will be eliminated from further consideration. To be further evaluated, the bidder's proposal must achieve an overall minimum technical rating of 80%.

Bids which fail to obtain the required minimum number of points specified will be declared non-responsive.

Each point-rated technical criterion should be addressed separately.

NO	Point-Rated Technical Criteria	Maximum Points
RT1	The bidder must provide three (3) examples of completed assessments of the GHG impact of clean technology projects.  <b>1 point per example</b>	<b>3 points</b>
RT2	The bidder has performed Greenhouse Gas (GHG) impact assessment on behalf of Sustainability Development Technology Canada (SDTC), Environmental and Climate Change Canada (ECCC), or Natural Resources Canada (NRCan).  <b>1 point per organization</b>	<b>3 points</b>
RT3	The bidder has performed GHG impact assessment on behalf of other Federal or Provincial programs.  <b>1 point per organization</b>	<b>5 points</b>
RT4	The bidder has performed GHG impact assessment on behalf of a private company <ul style="list-style-type: none"> <li>- <b>Experience in a Canadian context – 5 points</b></li> <li>- <b>Experience in a foreign context – 3 points</b></li> <li>- <b>No GHG impact assessment for private company – 0 points</b></li> </ul>	<b>5 points</b>
RT5	The bidder has experience developing GHG impact assessment tools for use by a Federal or Provincial program <ul style="list-style-type: none"> <li>- <b>Experience with SDTC, ECCC, or NRCan – 5 points</b></li> <li>- <b>Experience with any other Federal or Provincial program – 3 points</b></li> <li>- <b>No program experience – 0 points</b></li> </ul>	<b>5 points</b>
RT6	The Bidder has experience following ISO Standard 14064 (or equivalent) to quantify and assess GHG impacts of a project - proof of example assessments must be provided <ul style="list-style-type: none"> <li>- <b>No experience with ISO Standard 14064 – 0 points</b></li> <li>- <b>Experience with ISO Standard 14064 but not relevant experience to SIF program – 2 points</b></li> <li>- <b>Experience with ISO Standard 14064 and related experience to SIF program – 5 points</b></li> </ul>	<b>5 points</b>
<b>Pass Mark 50%</b>		<b>= 13 points</b>
<b>Point Rated Resource Requirements Total</b>		<b>= 26 points</b>



### ATTACHMENT 2 TO PART 4 – TECHNICAL GHG EXPERTISE

The Bidder should identify their key areas of expertise in GHG accounting and validation. Identifying areas of expertise for each bidder will allow for the facilitation of project / GHG estimation tools to be assigned to the best-suited consultant. Please note that the completion of this section will not impact the bidder's evaluation and is considered supplementary to the information provided under Section 1: Technical bid.

#### Technical Areas of Expertise

Industry Sector	Examples of GHG Consultations
<i>E.g., Aerospace</i>	<i>E.g., Validated GHG impacts of a company wishing to install hybrid-electric propulsion systems</i>



## **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. Unless specified otherwise, 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 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form is available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

#### **5.1.2 Additional Certifications Required with the Bid**

The required certifications and additional information below should be submitted with the bid but may be submitted afterwards. If the required certifications and additional information are not submitted with the bid, the Contracting Authority will inform the Bidder of a time frame within which they must be submitted by the Bidder. Failure to provide the required certifications and additional information within the time frame specified will render the bid non-responsive.

### **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 – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of 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 the required documentation, as applicable, to be given further consideration in the procurement process.

#### **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" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.esdc.gc.ca) website



(<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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

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

The required additional certifications to provide are included in Attachment 1 to Part 5, Additional Certifications Required Precedent to Contract Award.

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

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

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

#### **5.2.3.2 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.



## PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

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

### 6.1 Security Requirements

At the date of bid closing, the following conditions must be met:

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), and obtain approved Document Safeguarding Capability at the level of PROTECTED B, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets, or sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.
3. The Contractor/Offeror MUST NOT utilize its facilities to process, produce, or store PROTECTED information or assets until the CSP, PWGSC has issued written approval.
4. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce, or store PROTECTED information until the CSP, PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED B.
5. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
6. The Contractor/Offeror must comply with the provisions of the:
  - (a) Security Requirements Check List and security guide (if applicable), attached at Annex \_\_\_\_\_;
  - (b) *Contract Security Manual* (Latest Edition)

## 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 Requirement

- a. [To be determined at Contract award] (the Contractor) agrees to supply to the Client the services described in the Contract, including the Statement of Work, in accordance with and at the prices set out in the Contract. This includes providing professional services, as and when requested by Canada, to one or more locations to be designated by Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements.
- b. **Client(s)** : Under the Contract, the "Client" is Innovation, Science and Economic Development Canada.
- c. **Reorganization of Client**: The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming,



reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.

- d. **Defined Term** : Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Also, the following words and expressions have the following meaning:
- i. Any reference to an Identified User is a reference to the Client.
  - ii. "deliverable" or "deliverables" includes all documentation outlined in this Contract
  - iii. "local office" of the Contractor means an office having at least one full time employee that is not shared resource working at that location.

#### 7.1.2 Task Authorization

**As and When Requested Task Authorizations:** The Work or a portion of the Work to be performed under the Contract on an "as-and-when-requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract. The Contractor must not commence work until a validly issued TA has been issued by Canada and received by the Contractor. The Contractor acknowledges that any work performed before such issuance and receipt will be done at the Contractor's own risk.

**Assessment of Resources Proposed at TA Stage:** Processes for issuing, responding to and assessing Task Authorizations are further detailed below. Any additional resource requested must meet all mandatory criteria and meet the minimum pass mark in the point-rated criteria as specified in the RFP.

- a. Form and Content of Task Authorization :
- i. The Technical Authority will provide the Contractor with a description of the task in a draft Task Authorization using the form specified in Annex F.
  - ii. The draft Task Authorization will contain the details of the activities to be performed, and must contain the following information, if applicable :
    - A. a task number;
    - B. The date by which the Contractor's response must be received (which will appear in the draft Task Authorization, but not the issued Task Authorization);
    - C. the details of any financial coding to be used;
    - D. the category of resources and the number required;
    - E. a description of the work for the task outlining the activities to be performed and identifying any deliverables (such as reports);
    - F. the start and completion dates;
    - G. milestone dates for deliverables and payments (if applicable);
    - H. the number of person-days of effort required;
    - I. whether the work requires on-site activities and the location;



- J. the language profile of the resources required;
- K. the level of security clearance required of resources;
- L. the price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum TA price (and, for maximum price task authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual resources to support the charges); and
- M. any other constraints that might affect the completion of the task.

iii. **Contractor's Response to Draft Task Authorization:** The Contractor must provide the Technical Authority, within two (2) working days of receiving the draft Task Authorization (or within any longer time period specified in the draft TA), the proposed total price for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract. The Contractor's quotation must be based on the rates set out in the Contract. The Contractor will not be paid for preparing or providing its response or for providing other information required to prepare and validly issue the TA.

b. Task Authorization Limit and Authorities for Validly Issuing Task Authorizations:

To be validly issued, a TA must include the following signature(s):

1. all TAs must be signed by the Technical Authority and the Contracting Authority.

Any TA that does not bear the appropriate signature(s) is not validly issued by Canada. Any work performed by the Contractor without receiving a validly issued TA is done at the Contractor's own risk. If the Contractor receives a TA that is not appropriately signed, the Contractor must notify the Contracting Authority. By providing written notice to the Contractor, the Contracting Authority may suspend the Technical Authority's ability to issue TAs at any time, or reduce the dollar value threshold described in sub-article (A) above; any suspension or reduction notice is effective upon receipt.

c. Periodic Usage Reports:

- i. The Contractor must compile and maintain records on its provision of services to the federal government under validly issued TAs issued under the Contract. The Contractor must provide this data to Canada in accordance with the reporting requirements detailed below. If any required information is not available, the Contractor must indicate the reason. If services are not provided during a given period, the Contractor must still provide a "NIL" report. The Contractor must submit the periodic usage reports on a quarterly basis to the Contracting Authority. From time to time, the Contracting Authority may also require an interim report during a reporting period.





ii. The quarterly periods are defined as follows:

- A. April 1 to June 30;
- B. July 1 to September 30;
- C. October 1 to December 31; and
- D. January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 60 calendar days after the end of the reporting period.

iii. Each report must contain the following information for each validly issued TA (as amended):

- A. the Task Authorization number and the Task Authorization Revision number(s), if applicable;
- B. a title or a brief description of the task;
- C. the name, Resource category and level of each resource involved in performing the TA, as applicable;
- D. the total estimated cost specified in the TA (applicable taxes extra);
- E. the total amount (applicable taxes extra) expended to date;
- F. the start and completion date; and
- G. the active status, as applicable (e.g., indicate whether work is in progress or if Canada has cancelled or suspended the TA, etc.).

iv. Each report must also contain the following cumulative information for all the validly issued TAs (as amended)

- A. the amount (applicable taxes extra) specified in the contract (as last amended, if applicable) as Canada's total liability to the contractor for all validly issued TAs; and
- B. the total amount, applicable taxes extra, expended to date against all validly issued TA's.

d. Refusal of Task Authorizations or Submission of a Response which is not Valid:

The Contractor is not required to submit a response to every draft TA sent to it by Canada. However, in addition to Canada's other rights to terminate the Contract, Canada may immediately, and without further notice, terminate the Contract for default in accordance with the General Conditions if the Contractor in at least three instances has either not responded or has not submitted a valid response when sent a draft TA. A valid response is one that is submitted within the required time period and meets all requirements of the TA issued, including proposing the required number of resources who each meet the minimum experience and other requirements of the categories identified in the TA at pricing not exceeding the rates set out in Annex B. Each time the Contractor does not submit a valid response, the Contractor agrees Canada may at its option decrease the Minimum Contract Value in the clause titled "Minimum Work Guarantee" by 2%. This decrease will be evidenced for administrative purposes only through a contract amendment issued by the Contracting Authority (which does not require the agreement of the Contractor).



### 7.1.3 MINIMUM WORK GUARANTEE

- A. In this clause,
- i. "**Maximum Contract Value**" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract (excluding Applicable Taxes); and
  - ii. "**Minimum Contract Value**" means 5 % of the Maximum Contract Value on the date the contract is first issued.
- A. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with sub-article (c), subject to sub-article (d). In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract Period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- B. In the event that Canada does not request work in the amount of the Minimum Contract Value during the Contract Period, Canada must pay the Contractor the difference between the Minimum Contract Value and the cost of the Work performed.
- C. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract
- i. for default.
  - ii. for convenience as a result of any decision or recommendation of a tribunal or court that the contract be cancelled, retendered or awarded to another supplier; or
  - iii. for convenience within ten business days of 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 (2020-05-28), General Conditions – Higher Complexity – Services, apply to and form part of the Contract.

With respect to Section 30 - Termination for Convenience, of General Conditions 2035, unless already present, Subsection 04 is deleted and replaced with the following Subsections 04, 05 and 06:

1. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price.
2. Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of



- A. the total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Revenue Guarantee, or due to the Contractor as of the date of termination, or
- B. the amount payable under the Minimum Work Guarantee, less any amounts paid, due otherwise becoming due to the Contractor as of the date of termination.

### 7.3 Security Requirements

#### SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE No. 204337

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), and obtain approved Document Safeguarding Capability at the level of PROTECTED B, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets, or sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.
3. The Contractor/Offeror MUST NOT utilize its facilities to process, produce, or store PROTECTED information or assets until the CSP, PWGSC has issued written approval.
4. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce, or store PROTECTED information until the CSP, PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED B.
5. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
6. The Contractor/Offeror must comply with the provisions of the:
  - (a) Security Requirements Check List and security guide (if applicable), attached at Annex \_\_\_\_\_;
  - (b) *Contract Security Manual* (Latest Edition)

### 7.4 Authorities

#### 7.4.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Stéfany Lauzon  
Title: Contracts and Procurement Officer  
Organization : Innovation, Science and Economic  
Development Canada  
Address : 235 Queen Street, Ottawa Ontario, K1A 0H5  
Telephone : 873-455-2186  
E-mail address : [stefany.lauzon@ised-isde.gc.ca](mailto:stefany.lauzon@ised-isde.gc.ca)



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

#### 7.4.2 Technical Authority (to be provided at time of contract award)

The Technical Authority for the Contract is:

Name : [ \_\_\_\_\_ ]  
Title : [ \_\_\_\_\_ ]  
Organization : Innovation, Science and Economic  
Development Canada  
Address : [ \_\_\_\_\_ ]  
Telephone : [ \_\_\_\_\_ ]  
E-mail address : [ \_\_\_\_\_ ]

The Technical 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 Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

#### 7.4.3 Contractor's Representative (to be provided at time of contract award)

The Technical Authority for the Contract is:

Name : [ \_\_\_\_\_ ]  
Title : [ \_\_\_\_\_ ]  
Company : [ \_\_\_\_\_ ]  
Address : [ \_\_\_\_\_ ]  
Telephone : [ \_\_\_\_\_ ]  
E-mail address : [ \_\_\_\_\_ ]

**Note to Bidders:** The Contractor's Representative, Contracting Authority, Technical Authority and contact information will be identified at the time of contract award.

### 7.5 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 web sites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

### 7.6 Payment

#### 7.6.1 Basis of Payment

- i. **Professional Services provided under a Task Authorization with a Maximum Price:** For professional services requested by Canada in accordance with a validly issued Task Authorization, Canada will pay the Contractor, in arrears, up to the Maximum Price, for actual time worked and any resulting deliverables in accordance



with the firm all-inclusive hourly rate set out in Annex B, Basis of Payment, Applicable Taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday. Estimated Cost: \$250,000/resource/year

**ii. Pre-Authorized Travel and Living Expenses :**

Canada will pay, upon prior approval, any travel or living expenses associated with performing the Work.

**iii. Applicable Taxes: Estimated Cost:** HST of \$32,500/resource/year

**iv. Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.

**v. Professional Services Rates:** In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more Resource Categories that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Policy (or equivalent) then in effect, which may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.

**vi. Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase services in these amounts. Any commitment to purchase specific amounts or values of services are described elsewhere in the Contract.

**7.6.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations**

- i. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum set out on page one of the Contract. Customs duties are not applicable and applicable taxes are extra.
- ii. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- iii. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - A. when it is 75 percent committed, or
  - B. four (4) months before the contract expiry date, or
  - C. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.



- iv. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability

### **7.6.3 Method of Payment for Task Authorizations with a Maximum Price:**

For each Task Authorization validly issued under the Contract that contains a maximum price:

- i. Canada will pay the Contractor no more frequently than once a month in accordance with the Basis of Payment. The Contractor must submit time sheets for each resource showing the days and hours worked to support the charges claimed in the invoice.
- ii. Once Canada has paid the maximum TA price, Canada will not be required to make any further payment, but the Contractor must complete all the work described in the TA, all of which is required to be performed for the maximum TA price. If the work described in the TA is completed in less time than anticipated, and the actual time worked (as supported by the time sheets) at the rates set out in the Contract is less than the maximum TA price, Canada is only required to pay for the time spent performing the work related to that TA.

### **7.6.4 Time Verification**

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

### **7.6.5 No Responsibility to Pay for Work not performed due to Closure of Government Offices**

- i. Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- ii. If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

## **7.7 Invoicing Instructions**

- a. The Contractor must submit invoices in accordance with the information required in the General Conditions.
- b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision, and must show all applicable Task Authorization numbers.
- c. By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.



- d. The Contractor must provide the original of each invoice to the Technical Authority, and a copy to the Contracting Authority.

## 7.8 Certifications and Additional Information

### 7.8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

### 7.8.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

## 7.9 Applicable Laws

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

## 7.10 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, in the following order:
- c. the general conditions 2035 (2020-05-28);
- d. Annex A, Statement of Work;
- e. Annex B, Basis of Payment;
- f. Annex C, Security Requirements Check List;
- g. the signed Task Authorizations (including all of its annexes, if any);
- h. the Contractor's bid dated \_\_\_\_\_, ([insert date of bid](#)) as clarified on \_\_\_\_\_ " or ", as amended on \_\_\_\_\_

## 7.11 Foreign Nationals (Canadian Contractor)

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

**Note to Bidders:** Either this clause or the one that follows, whichever applies (based on whether the successful bidder is a Canadian Contractor or Foreign Contractor), will be included in any resulting contract.



## 7.12 INSURANCE REQUIREMENTS

### A. Compliance with Insurance Requirements

1. The Contractor must comply with the insurance requirements specified in this Article. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.
2. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.
3. The Contractor should forward to the Contracting Authority within ten (10) days after the date of award of the Contract a Certificate of Insurance evidencing the insurance coverage. Coverage must be placed with an Insurer licensed to carry out business in Canada and the Certificate of Insurance must confirm that the insurance policy complying with the requirements is in force. If the Certificate of Insurance has not been completed and submitted as requested, the Contracting Authority will so inform the Contractor and provide the Contractor with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within the time period will constitute a default under the General Conditions. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

### B. Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insured: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.





- f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Advertising Injury: While not limited to, the endorsement must include coverage for piracy or mis-appropriation of ideas, or infringement of copyright, trademark, title or slogan.

### 7.13 LIMITATION OF LIABILITY

- a. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract preestablishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.
- b. First Party Liability :
  - i. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to :
    - 3. any infringement of intellectual property rights to the extent the Contractor breaches this section of the general conditions entitled "Intellectual Property Infringement and Royal- ties";
    - 4. physical injury, including death.



- ii. The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
- iii. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- iv. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above.
- v. The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including :
  - a. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
  - b. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.

In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00 , whichever is more.
- vi. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.

#### 7.14 THIRD PARTY CLAIM

- i. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.



- ii. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- iii. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.

#### 7.15 DISPUTE RESOLUTION

- a. The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- b. The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- c. If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- d. Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".



## **ANNEX A**

### **STATEMENT OF WORK**

#### **1.0 TITLE**

SIF Project-Level GHG Estimation

#### **2.0 BACKGROUND**

Canada's government is committed to addressing climate change and measuring the impacts of Federal investments in clean technology. The Strategic Innovation Fund (SIF) has refined its approach for measuring these impacts.

In collaboration with other GoC stakeholders, SIF has developed a template and guidance documents to help SIF applicants develop standardized estimates of GHG reductions from their projects (the GHG Estimation Tool). The provision of estimates using the GHG Estimation Tool will be required from applicable SIF applicants as part of their submission of a Full Application to the program, and all completed GHG Estimation tools must be validated by a consultant.

The completed and validated GHG Estimation tool is brought to the interdepartmental Greenhouse Gas Impacts Working Group (GHGIWG) where estimates are assessed to ensure project GHG benefit claims are credible. The GHGIWG includes membership from experts in Environment and Climate Change Canada, Natural Resources Canada, Transport Canada and Innovation, Science and Economic Development.

#### **3.0 TASKS / SCOPE**

SIF is seeking to establish a number of consultants to support the validation of the GHG estimation tool. Based on consultant availability:

The consultant will be provided with a completed GHG Estimation Tool and will review the work and assess it for completeness and accuracy / plausibility of estimates and assumptions used.

As needed, the consultant may be asked to engage directly with the applicant and provide technical expertise and support to help applicants provide robust GHG estimates. The consultant will ensure that the estimates provided by the SIF applicants are reasonable and that data are provided according to the guidance and specification of the GHG Estimation Tool.

The consultant will be asked to complete a GHG Reviewer Template, which seeks to capture the consultant's assessment of the completed GHG Estimation Tool. Further, the consultant will be asked to attend a GHGIWG meeting, to present their findings and answer questions from other Government departments.

#### **4.0 DELIVERABLES / TIMELINES**

Once SIF receives a completed GHG Estimation tool from the company, SIF will assign the tool to a consultant. Consultants with most applicable and direct experience to the project will be contacted first (based on the information provided in the ATTACHMENT 2 TO PART 4 – TECHNICAL GHG EXPERTISE), following which, SIF will contact consultants on a rotational basis. At this point, general project details (e.g., project sector and description of clean technology) and expected timelines will be shared with the consultant. Consultant that confirms availability to assess and validate the GHG Estimation tool will perform the review for the project. Please note, SIF is under no obligation to award a certain number of agreements to each consultant. SIF's liability is to ensure successful consultants are fairly assigned project validations.



Once the consultant has confirmed availability to perform validation of the GHG estimation tool, SIF will share the completed GHG estimation tool and any other relevant project files with the consultant. Consultant will have 3 business day to provide a quote based on the number of hours required to complete the validation. Please note, the quote must align with the pricing provided in ATTACHMENT 2 TO PART 4 – PRICING SCHEDULE.

After a quote has been received, SIF will draft and share the Task Authorization (TA) for the consultant to review and sign. Following the approval of the TA, the consultant will perform the validation of the GHG estimation tool. General process for the validation includes:

- A. SIF will ensure the consultant has the completed Estimation Tool as well as all relevant project files that would support the GHG validation process. SIF will also provide the form for the GHG Reviewers Template.
- B. The consultant will provide SIF with their completed preliminary GHG Reviewers Template. The preliminary GHG Reviewers Template should detail whether the Estimation Tool has been properly completed, whether the estimates provided are credible, and the assumptions, risks, and uncertainties are outlined and reasonable. The GHG Reviewers Template is structured section-by-section, so the location of any errors or questionable assumptions made by the applicant can be clearly identified by the program / consultant.
- C. SIF will review the preliminary Reviewers Template and advise the consultant if further engagement with the client will be required by the consultant for clarification or refinement of the tool. Where this is necessary, the consultant is required to consider:
  - The preliminary GHG Reviewers Template to guide the consultant's engagement with the applicant;
  - Working directly with the applicant to refine the information in the Estimation Tool; and
  - Ensure a consistent and credible estimate of anticipated GHG impacts of the project has been developed.
- D. Following this work, the consultant will provide SIF with a final GHG Reviewers Template and the completed and validated GHG Estimation Tool. The final GHG Reviewers Template will detail how any outstanding issues with the Estimation Tool were addressed and will also serve as validation that the estimates are robust. Please note that it is the consultant's responsibility to notify SIF via email of any delays extending beyond the approved due date described in the TA. Delays may include elements beyond the consultant's control (e.g., non-responsiveness of applicant to consultant inquiries).
- E. After the Estimation Tool and final GHG Reviewers Template have been submitted, the consultant will be invited to attend an interdepartmental GHGIWG meeting to discuss the GHG impacts of the project.



## 5.0 SECURITY REQUIREMENTS

The Consultant performing the work must hold a Reliability Status for the duration of the contract.

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), and obtain approved Document Safeguarding Capability at the level of PROTECTED B, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets, or sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.
3. The Contractor/Offeror MUST NOT utilize its facilities to process, produce, or store PROTECTED information or assets until the CSP, PWGSC has issued written approval.
4. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce, or store PROTECTED information until the CSP, PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED B.
5. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
6. The Contractor/Offeror must comply with the provisions of the:
  - (a) Security Requirements Check List and security guide (if applicable), attached at Annex \_\_\_\_\_;
  - (b) *Contract Security Manual* (Latest Edition)

## 6.0 INTELLECTUAL PROPERTY

The Crown is to retain the IP generated by this contract, under Exemption 4.1 of the “Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts”, which allows an exemption to contractor ownership:

1. Where the main purpose of the Crown Procurement Contract, or the deliverables contracted for, is:
  - a) To generate knowledge and information for public dissemination

## 7.0 LANGUAGE OF WORK

English required. French is considered an asset.

## 8.0 WORK LOCATION

Work will take place at the consultant's place of business. All work will be done remotely / via telecommunication.

## 9.0 TRAVEL

Travel and Living Expenses are non-applicable.



**ANNEX “B”**

**BASIS OF PAYMENT**

**INITIAL CONTRACT PERIOD:**

<b>Initial Contract Period</b> October 17, 2022 to October 16, 2023			
<b>Resource Category</b>	<b>Fixed Hourly Rate Regular</b>	<b>Fixed Hourly Rate Urgent (During Business Hours)</b>	<b>Fixed Hourly Rate Urgent (Outside Business Hours)</b>
Consultant for the Greenhouse Gas Project			

**OPTION PERIODS:**

<b>Option Period 1</b> October 17, 2023 to October 16, 2024			
<b>Resource Category</b>	<b>Fixed Hourly Rate Regular</b>	<b>Fixed Hourly Rate Urgent (During Business Hours)</b>	<b>Fixed Hourly Rate Urgent (Outside Business Hours)</b>
Consultant for the Greenhouse Gas Project			

<b>Option Period 2</b> October 17, 2024 to October 16, 2025			
<b>Resource Category</b>	<b>Fixed Hourly Rate Regular</b>	<b>Fixed Hourly Rate Urgent (During Business Hours)</b>	<b>Fixed Hourly Rate Urgent (Outside Business Hours)</b>
Consultant for the Greenhouse Gas Project			

<b>Option Period 3</b> October 17, 2025 to October 16, 2026			
<b>Resource Category</b>	<b>Fixed Hourly Rate Regular</b>	<b>Fixed Hourly Rate Urgent (During Business Hours)</b>	<b>Fixed Hourly Rate Urgent (Outside Business Hours)</b>
Consultant for the Greenhouse Gas Project			

<b>Option Period 4</b> October 17, 2026 to October 16, 2027			
<b>Resource Category</b>	<b>Fixed Hourly Rate Regular</b>	<b>Fixed Hourly Rate Urgent (During Business Hours)</b>	<b>Fixed Hourly Rate Urgent (Outside Business Hours)</b>
Consultant for the Greenhouse Gas Project			



<b>Option Period 5</b> <b>October 17, 2027 to October 16, 2028</b>			
<b>Resource Category</b>	<b>Fixed Hourly Rate Regular</b>	<b>Fixed Hourly Rate Urgent (During Business Hours)</b>	<b>Fixed Hourly Rate Urgent (Outside Business Hours)</b>
Consultant for the Greenhouse Gas Project			





ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST



Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat <b>204337</b>
Security Classification / Classification de sécurité

SECURITY REQUIREMENTS CHECK LIST (SRCL)  
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine <i>Innovation, Science and Economic Development</i>		2. Branch or Directorate / Direction générale ou Direction <i>Innovation Canada</i>
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail <i>Access external expertise to support the Strategic Innovation Fund (SIF) in validating the project-level greenhouse gas (GHG) reduction estimates that are submitted to the program, and as needed, to work with SIF applicants to ensure that they properly complete the GHG Estimation. This SRCL is put in place for a new RFP being created.</i>		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7, c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7, c)		<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>	Restricted to / Limité à : <input type="checkbox"/>	Restricted to / Limité à : <input type="checkbox"/>
Specify country(ies) / Préciser le(s) pays :	Specify country(ies) / Préciser le(s) pays :	Specify country(ies) / Préciser le(s) pays :
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat

204337

Security Classification / Classification de sécurité

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité:

Yes/No checkboxes with 'Oui/Non' labels

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?

Yes/No checkboxes with 'Oui/Non' labels

Short Title(s) of material / Titre(s) abrégé(s) du matériel:
Document Number / Numéro du document:

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

Grid of checkboxes for screening levels: RELIABILITY STATUS, TOP SECRET, SITE ACCESS, CONFIDENTIAL, NATO CONFIDENTIAL, SECRET, NATO SECRET, TOP SECRET, COSMIC TOP SECRET

Special comments: Commentaires spéciaux:

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?

Yes/No checkboxes with 'Oui/Non' labels

If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté?

Yes/No checkboxes with 'Oui/Non' labels

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?

Yes/No checkboxes with 'Oui/Non' labels

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?

Yes/No checkboxes with 'Oui/Non' labels

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?

Yes/No checkboxes with 'Oui/Non' labels

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?

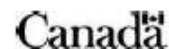
Yes/No checkboxes with 'Oui/Non' labels

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?

Yes/No checkboxes with 'Oui/Non' labels

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat <b>204337</b>
Security Classification / Classification de sécurité

**PART C - (continued) / PARTIE C - (suite)**

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
 Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
 Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COMSEC TOP SECRET / COMSEC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens		X														
Production																
IT Media / Support TI		X														
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



**ANNEX "D" BID SUBMISSION**

<b>BID SUBMISSION FORM</b>	
<b>Bidder's full legal name</b>	
<b>Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)</b>	Name
	Title
	Address
	Telephone #
	Fax #
	Email
<b>Bidder's Procurement Business Number(PBN)</b> [see the Standard Instructions 2003]  [Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be de-termined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]	
<b>Jurisdiction of Contract:</b> Province or territory in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
<b>Former Public Servants</b> See the Article in Part 2 of the bid solicitation entitled Former Public Servant for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ___ No ___ If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"
	Is the Bidder a FPS who received a lump sum payment under the terms of the Work Force Adjustment Directive? Yes ___ No ___ If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"
<b>Security Clearance Level of Bidder</b>	



<p>[include both the level and the date it was granted]</p> <p><b>[Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the bidder. ]</b></p>		
<p>On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"><li>1. The Bidder considers itself and its proposed resources able to meet all the mandatory requirements described in the bid solicitation;</li><li>2. This bid is valid for the period requested in the bid solicitation;</li><li>3. All the information provided in the bid is complete, true and accurate; and</li><li>4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the result-ing contract clauses included in the bid solicitation.</li></ol>		
<p><b>Signature of Authorized Representative of Bidder</b></p>		



**ANNEX “E” to PART 5 OF THE BID SOLICITATION  
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION**

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: \_\_\_\_\_(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

**OR**

- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

**OR**

- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)