



REQUEST FOR PROPOSAL (RFP)

Subject:

Senate of Canada Net Zero 2030 Project

For further details, please refer to the Statement of Work attached as Annex "A" of this document.

Issue Date:

November 4, 2022

Closing Date and Time:

December 9, 2022, at 11:00 AM (EST)

RFP No:

SEN-034 22/23

SENATE OF CANADA INFORMATION

For all enquiries the contracting authority is:

Contact: Kelly Shields
Title: Sr. Procurement Advisor
Address: 40 Elgin Street, 11th floor, Ottawa, ON K1A 0A4, Canada
Telephone no: 613-995-8888 X 4
E-mail: Proc-appr@sen.parl.gc.ca

Bids can be delivered by e-mail only to the address of the contracting authority below.

E-mail: Proc-Appr@sen.parl.gc.ca

PLEASE MARK ALL CORRESPONDANCE WITH THE RFP NUMBER INDICATED ABOVE.

BIDDER SIGNATURE BLOCK

The bidder offers and agrees to provide the Senate of Canada, upon the terms and conditions set out herein, including attachments to this document, the services listed herein and on any attachment at the price(s) set out, therefore.

The bidder must have the legal capacity to contract. If the bidder is a sole proprietorship, a partnership or a corporate body, the bidder must provide, if requested by the contracting authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to bidders submitting a bid as a joint venture.

Form with fields: Name of Firm, Name of Representative, Authorized Signature, Position Title, Email Address, Telephone Number, Date, Fax Number.



Table of Contents

<i>PART 1 - GENERAL INFORMATION</i>	4
1. <i>Introduction</i>	4
2. <i>Summary</i>	4
3. <i>Debriefings</i>	4
4. <i>Bid Submission Language</i>	4
<i>PART 2 – BIDDER INSTRUCTIONS</i>	5
1. <i>Prelude</i>	5
2. <i>Signature Requirement</i>	5
3. <i>Irrevocable Bids</i>	5
4. <i>Cost Related to the Preparation of Bids</i>	5
5. <i>Joint Venture</i>	5
6. <i>Enquiries and Communications</i>	6
7. <i>Provision of False or Incorrect Information</i>	6
8. <i>Price Justification</i>	6
9. <i>Conflict of Interest – Unfair Advantage</i>	7
10. <i>Ownership of RFP documents</i>	7
11. <i>Funding Approvals</i>	7
12. <i>Applicable Laws</i>	7
13. <i>Level of Security</i>	8
<i>PART 3 – BID PREPARATION INSTRUCTIONS</i>	9
1. <i>Bid Preparation Instructions</i>	9
<i>PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION</i>	11
1. <i>Evaluation Procedures</i>	11
2. <i>Mandatory Criteria (Phase 1)</i>	11
3. <i>Rated Evaluation Criteria (Phase 2)</i>	14
4. <i>Interview (phase 3)</i>	16
5. <i>Financial Evaluation (Phase 4)</i>	17
6. <i>Basis of Selection</i>	17
<i>PART 5 - RESULTING CONTRACT CLAUSES</i>	19
1. <i>Appropriate law</i>	19
2. <i>Assignment</i>	19
3. <i>Time is of the essence</i>	19
4. <i>Indemnity against claims</i>	19
5. <i>Inspection and acceptance</i>	19
6. <i>Termination of contract</i>	20
7. <i>Notice</i>	20



8. Warranties.....	20
9. Records to be kept by the contractor.....	21
10. Confidentiality.....	21
11. Safeguarding of Senate Information	21
12. Returning of Senate Information.....	21
13. Rules and Regulations.....	21
14. Miscellaneous Restrictions.....	22
15. Subcontracts	22
16. No implied obligations.....	22
17. Performance	23
18. Amendments to this contract.....	23
19. Ownership of intellectual and other property including copyrights.....	23
20. Conflict of Interest	23
21. Discrimination and harassment in the workplace.....	23
22. Health and safety.....	23
23. Advertisement.....	24
24. Entire Contract.....	24
25. Authorities	24
26. Replacement of specific individuals	25
27. Priority of documents.....	25
28. Proactive disclosure	25
PART 6 – TERMS OF WORK AND PAYMENT	26
1. Period of the contract.....	26
2. Extension of Contract.....	26
3. Contract amount.....	26
4. All-inclusive Pricing and Basis of Payment	26
5. Invoicing.....	26
6. Method of payment.....	27
7. Sales tax.....	27
8. Interest on overdue accounts	27
ANNEX “A” – STATEMENT OF WORK (SOW).....	29
ANNEX “B” – ALL INCLUSIVE PRICING AND BASIS OF PAYMENT	35
ANNEX “C” – LANGUAGE PROFICIENCY.....	37
ANNEX “D” – SUPPLIER CREATION AND DIRECT DEPOSIT ENROLLMENT FORM	38
ANNEX “E” – NON-DISCLOSURE FORM	39



PART 1 - GENERAL INFORMATION

1. Introduction

This Request for Proposal (RFP) is divided into six (6) parts, five (5) 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 RFP;

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

Part 6 Terms of Work and Payment;

Annex "A" Statement of Work (SOW);

Annex "B" All inclusive pricing and basis of payment;

Annex "C" Language Proficiency;

Annex "D" Supplier Creation and Direct Deposit Enrollment Form

Annex "E" Non-Disclosure Form

2. Summary

- I. The Senate of Canada (Senate) is seeking to establish a contract for professional services to guide the Senate of Canada's goal of achieving Net Zero Emissions/Carbon Footprint by 2030 as defined in Annex "A" - Statement of Work, for a period of **4 months from signature of contract for Phase 1 only.**

- I. Phase 2 – (if exercised) - 2-4 months from go ahead received
- II. Phase 3 – (if exercised) - 1-4 months from go ahead received

3. Debriefings

- I. Bidders may request a debriefing on the results of the RFP process. Bidders should make the request to the contracting authority within **five (5) working days** of receipt of the results of the RFP process. The debriefing may be in writing, by telephone or in person.

4. Bid Submission Language

- I. Submissions will be accepted in either English or French.



PART 2 – BIDDER INSTRUCTIONS

1. Prelude

- I. The Senate invites bidders to respond to this RFP to provide professional services to guide the Senate of Canada's goal of achieving Net Zero Emissions/Carbon Footprint by 2030 as described in Annex "A" – Statement of Work (SOW).

2. Signature Requirement

- I. Page 1 of this RFP must be completed, signed, dated and returned with the bidder's mandatory requirements bid thereby providing acknowledgement that they have read, understood and accepted the complete bid package and all addenda issued.
- II. The chief executive officer or a designate who has been authorized to commit the bidder to contracts must sign the RFP.
- III. Failure to sign the cover page may result in the disqualification of the bid.

3. Irrevocable Bids

- I. Bids will remain open for acceptance for a period of not less than **one hundred and twenty (120) days** from the closing date of the RFP, unless specified otherwise in the RFP.
- II. The Senate reserves the right to seek an extension of the bid validity period from all responsive bidders in writing, and within a minimum of **five (5) days** before the end of the bid validity period. If the extension is accepted by all responsive bidders, the Senate will continue with the evaluation of the bids. If the extension is not accepted by all responsive bidders, the Senate will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the bid altogether.

4. Cost Related to the Preparation of Bids

- I. No direct or indirect payment will be made for any costs that may be incurred relative to the preparation or submission of a bid in response to this RFP. All electronic documents shall become the property of the Senate and will not be returned.

5. Joint Venture

- I. A joint venture is an association of two or more parties that combine their money, property, knowledge, expertise or other resources into a single joint business enterprise (sometimes referred as a consortium), to bid together on a requirement. Bidders who bid as a joint venture must indicate clearly that they are doing so as a joint venture and must provide the following information:
 - a. the name of each member of the joint venture;
 - b. the procurement business number of each member of the joint venture;
 - c. the name of the representative of the joint venture, i.e., the member chosen by the other members to act on their behalf, if applicable; and
 - d. the name of the joint venture, if applicable.



- II. If the information is not clearly provided in the bid, the bidder must provide the information on request from the contracting authority.
- III. The bid and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The contracting authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as their representative for the purposes of the RFP and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally liable for the performance of any resulting contract.

6. Enquiries and Communications

- I. The contracting authority for all enquiries and other communications regarding this RFP is stated on the cover page of this document. All communication or enquiries must be directed **ONLY** to that person. Non-compliance with this condition may, for that reason alone, result in the disqualification of bidder's bid.
- II. RFP enquiries regarding this RFP must be received by e-mail at Proc-Appr@sen.parl.gc.ca by the contracting authority, **no later than November 23, 2022, at 11:00 am (EST)**. Enquiries received after that time may not be answered. Bidders should reference as accurately as possible the numbered item of the RFP to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable the Senate to provide an accurate answer. 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 when the Senate determines that the enquiry is not of a proprietary nature. The Senate may edit the question(s) or may request that the bidder do so, in order that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered for all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by the Senate.
- III. To ensure the equality of information among bidders, answers to enquiries which are relevant to the RFP will be provided to all bidders simultaneously posting of responses to CanadaBuys, without revealing the sources of the inquiry.

7. Provision of False or Incorrect Information

- I. The Senate will reject any bids found to contain false, incorrect or misleading information. It is the responsibility of the bidder to ensure that all information provided is accurate, clear and easily understood. Furthermore, the Senate may refer cases of fraudulent misrepresentation to the Royal Canadian Mounted Police for potential criminal investigation.

8. Price Justification

- I. In the event that only a single responsive bid is received, the bidder must provide any price justification document(s) requested by the Senate. Price justification documents may include one or more of the following:
 - a. a current published price list indicating the percentage discount available to the Senate
 - b. a copy of paid invoices for similar services provided to other clients;
 - c. a price breakdown showing the cost of direct labor and profit;
 - d. price or rate certifications; or
 - e. any other supporting documentation as requested by the Senate.

9. Conflict of Interest – Unfair Advantage

- I. In order to protect the integrity of the procurement process, bidders are advised that the Senate may reject a bid in the following circumstances:
 - a. if the bidder, any of their affiliates or subcontractors, or any of their respective employees or former employees involved in the preparation of the RFP in any manner is or was in any situation of conflict of interest or an appearance of conflict of interest;
 - b. if the bidder, any of their affiliates or subcontractors, or any of their respective employees or former employees had access to information related to the RFP that was not available to other bidders and that would, in the Senate's opinion, give or appear to give the bidder an unfair advantage.
- II. The experience acquired by a bidder who is providing or has provided the services described in the RFP (or any similar such services) will not, in itself, be considered by the Senate as conferring an unfair advantage or creating a conflict of interest; however, the bidder remains subject to the criteria established above.
- III. If the Senate intends to reject a bid under this section, the contracting authority will inform the bidder and provide them with an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the contracting authority before bid closing. By submitting a bid, the bidder represents that they do not consider themselves to be in conflict of interest nor to have an unfair advantage. The bidder acknowledges that it is within the Senate's sole discretion to determine if a conflict of interest, unfair advantage or appearance of conflict of interest or unfair advantage exists

10. Ownership of RFP documents

- I. This RFP and all supporting documentation have been prepared by the Senate and remain the sole property of the Senate. The information is provided to the bidder solely for their use in connection with the preparation of a response to this RFP and shall be considered proprietary and confidential information of the Senate. These documents are not to be reproduced, copied, loaned or otherwise disclosed either directly or indirectly to any third party, except to those of the bidder's employees who have a need to know for the preparation of the bidder's response. The bidder further agrees not to use the documents for any purpose other than that for which they are specifically furnished.

11. Funding Approvals

- I. Bidders should note that all contract awards are subject to the Senate's internal approvals process which includes the requirement of obtaining internal approvals should funding requirements exceed internal budgets for any proposed contract. Despite the fact that a bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to the Senate's internal policies. If approval is not granted, a contract cannot be awarded.

12. Applicable Laws

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



13. Level of Security

- I. In accordance with the Senate Accreditation Policy, a valid security clearance is a condition of any Senate contract and is required for all individuals with whom the Senate may need to share or provide access to sensitive or classified information, assets, or facilities.
- II. The Contractor shall ensure that before any work is undertaken for the Senate, all individuals – including affiliates and subcontractors working on any resulting contract(s) – must undergo the Senate’s security screening process and successfully obtain Senate security clearance at the level of “site access” or they must have successfully obtained an equivalent or higher security status under the security policy of another Canadian legislature or governmental institution recognized by the Senate. Any equivalent security status or clearance must be approved by the Senate prior to the initiation of any work.
- III. Individuals who do not hold a valid security clearance at the level of “site access” by a recognized institution must undergo the Senate security screening process and successfully obtain a Senate security clearance at the required level.
- IV. A financial inquiry may be performed as part of the security screening process to assess whether an individual poses a security risk on the basis of financial pressure or history of poor financial responsibility. The inclusion of a financial inquiry in a security screening is determined on a case-by-case basis and is based on the types of duties or tasks being performed by the individual at the Senate.
- V. The Senate reserves the right to raise the required level of a security clearance as needed.



PART 3 – BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

The Senate requests that bidders provide their bid in separate electronic files in a single transmission as follows:

- File I: Mandatory Criteria (one soft copy in PDF format) and page 1 of the RFP signed
- File II: Technical Bid (one soft copy in PDF format)
- File III: Financial Bid – Annex “B” – All-inclusive pricing and Basis of Payment (one soft copy in PDF format)
- File IV: Annex “D” - Supplier Creation and Direct Deposit Enrollment Form (one soft copy in PDF format)

Bidders must quote the RFP number as part of the subject line in their bid submission.

Prices must appear in the financial bid only. Prices indicated in any other section of the bid will result in the disqualification of the bid.

The Senate will not be responsible for any failure attributable to the transmission or receipt of the emailed bid. The Senate will send a confirmation email to the bidders when the submission is received.

File I: Mandatory Criteria

- I. In the “Mandatory Criteria” section of their bid, bidders should clearly indicate how they meet each of the mandatory criteria outlined in Part 4 – Evaluation Procedures and Basis of Selection.

File II: Technical Bid

- I. In their technical bid, bidders should demonstrate their understanding of the requirements contained in the RFP and explain how they will meet these requirements. Bidders should demonstrate their capability and describe in a thorough, concise and clear manner, their approach to carrying out the work.
- II. 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 RFP is not sufficient. In order to facilitate the evaluation of the bid, the Senate 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.

File III: Financial Bid - Annex “B” – All-inclusive Pricing and Basis of Payment

- I. All-inclusive pricing must include all requirements as set forth in the RFP.
- II. Bidders must submit their financial bid in Canadian funds, and in accordance with Annex “B” – All-inclusive Pricing and Basis of Payment.



File IV: Annex “D” – Supplier Creation and Direct Deposit Enrollment Form

- I. Bidders must complete, sign and return Annex “D” – Supplier Creation and Direct Deposit Enrollment Form with their bid.



PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- I. Bids will be assessed in accordance with the entire requirement of the RFP including the mandatory criteria, technical criteria and financial bid.
- II. The Senate will conduct the RFP process in a fair manner and will treat all bidders equally. Objective standards and evaluation criteria will be applied uniformly to all bidders.
- III. An evaluation team composed of representatives of the Senate will evaluate the bids.
- IV. It is the responsibility of a bidder to ensure that their bid is clear and complete. The Senate reserves the right to contact any bidder during the evaluation of bids to obtain clarifications. If the Senate seeks clarification or verification from a bidder about their bid, the bidder will have **two (2) working days** (or a longer period if specified in writing by the contracting authority) to provide the necessary information to the Senate. Failure to meet this deadline will result in the bidder being declared non-responsive, and the bid will receive no further consideration.

2. Mandatory Criteria (Phase 1)

- I. Bidders must ensure full compliance with all the following mandatory requirements. Failure to clearly demonstrate full compliance or to provide supporting documentation will result in the disqualification of the bid.
- II. The bidder must include the “Mandatory Criteria Table” as an appendix in their bid and ensure that the relevant page and paragraph numbers in the bid are indicated in the column entitled “Cross Reference” for all mandatory information that is included.

The mandatory criteria are as follows:

TABLE A: MANDATORY CRITERIA			
Mandatory Criteria	Submission Requirements	Met / Not Met	Cross Reference
<p>M1. Bidder (the company) Experience</p> <p>The Bidder (the company) must demonstrate that requirements under this RFP are a significant part of its consulting/advisory services.</p>	<p>In order to meet this Mandatory requirement, the Bidder (the company) must provide:</p> <ul style="list-style-type: none"> • A description of services provided by the company. • Information that demonstrates that the work outlined in Annex “A” Statement of Work (SOW) has been one of their main lines of business over the past three (3) years. <p>All information requested</p>		

TABLE A: MANDATORY CRITERIA

Mandatory Criteria	Submission Requirements	Met / Not Met	Cross Reference
	<p>must be provided under Mandatory Criterion (M1) in your submission.</p> <p>Failure to provide this information will result in your bid being given no further consideration.</p>		
<p>M2. Resource Lead and Assigned Back-Up: Official Languages</p> <p>The Bidder must designate a proposed Resource Lead and an assigned back-up who will be the Contractor’s project leads on this project.</p> <p>The proposed Resource Lead and the assigned back-up must both meet the Advanced language proficiency level as described in Annex “C” – Language Proficiency (Advanced) in both official languages.</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide:</p> <ul style="list-style-type: none"> the name and contact information of the proposed Resource Lead, and their back-up. a statement indicating that both the proposed lead and back-up meet the Advanced language proficiency level in both official languages as described in Annex “C” – Language Proficiency. <p>All information requested must be provided under Mandatory Criterion (M2) in your submission.</p> <p>Failure to provide this information will result in your bid being given no further consideration.</p>		
<p>M3. Resource Lead and Assigned Back-Up: Experience</p> <p>The Bidder must demonstrate that both the proposed Resource Lead and the assigned back-up possess a minimum of three (3) years of experience within the last five (5) years in delivering technical and operational net zero transition strategies in alignment with global standards, as outlined in Annex “A” – Statement of Work.</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide:</p> <ul style="list-style-type: none"> CVs of the proposed Resource Lead and assigned back-up, showing that they both meet the required three (3) years of experience within the last five (5) years. <p>The CVs must detail their education and work experience, outlining the projects worked on that are</p>		

TABLE A: MANDATORY CRITERIA			
Mandatory Criteria	Submission Requirements	Met / Not Met	Cross Reference
	<p>similar to the Annex “A” – Statement of Work.</p> <p>All information requested must be provided under Mandatory Criterion (M3) in your submission.</p> <p>Failure to provide this information will result in your bid being given no further consideration.</p>		
<p>M4. References</p> <p>The Bidder must provide three (3) letters of references, on company letterhead, from private or public companies and/or government entities. These must be previous or current clients to whom they have provided similar services in the last three (3) to five (5) years and whereby the proposed resource lead was used on at least one (1) of the projects (projects must be fully completed).</p> <p>The Senate of Canada may contact the references to confirm that the work was completed in a satisfactory manner.</p> <p>Note: The Senate of Canada cannot be used as a reference.</p> <p>The three (3) references will be evaluated under rated criteria R.4 below.</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide the following for each reference letter:</p> <ul style="list-style-type: none"> • Client (name of the organization); • Project Lead; • Phone number; and/or E-mail address; and • Brief history of work performed including the date performed (includes start and end dates). <p>All information requested must be provided under Mandatory Criterion (M4) in your submission.</p> <p>Failure to provide this information will result in your bid being given no further consideration.</p>		
<p>M5. Acceptance of resulting contract clauses</p> <p>The bidder must confirm that, should they be the successful bidder, they accept the resulting contract clauses outlined in Part 5 – Resulting Contract Clauses.</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide</p> <ul style="list-style-type: none"> • a statement indicating compliance with the mandatory requirement. <p>All information requested must be provided under Mandatory Criterion (M5) in</p>		

TABLE A: MANDATORY CRITERIA			
Mandatory Criteria	Submission Requirements	Met / Not Met	Cross Reference
	<p>the submission.</p> <p>Failure to provide this information will result in the bid being given no further consideration.</p>		

3. Rated Evaluation Criteria (Phase 2)

- I. Bids that do not clearly meet all the mandatory criteria set forth in this RFP and do not attain a minimum of **80%** for the requirements that are subject to the evaluation criteria points rating system will receive no further consideration.
- II. Price is only one criterion in the evaluation of bids. The Senate is seeking best overall value and will evaluate bids on a points-rating system based on evaluation criteria.
- III. The bidder must include the “Points Rated Technical Criterion” table in their bid and ensure that the page and paragraph number in the bidder’s appendix is indicated in the column entitled “Cross Reference” for all included rated information.
- IV. Bidders must include all information relating to the criteria in the bidder’s Technical Bid. All information contained within the bidder’s technical bid must be complete and clear in order to be evaluated. Failure to include all information may result in disqualification of the bid.

The rated evaluation criteria are as follows:

TABLE B – TECHNICAL EVALUATION CRITERIA		
TECHNICAL MERIT Point-Rated Technical Criterion	Maximum Number of Points Available	Cross-Reference Section
<p>R1. Technical Expertise and Experience</p> <p>Resource Lead and back-up must demonstrate ability and experience in emissions reduction for organizations, including understanding of Scope 1, 2 and 3 emission reduction pathways and relevant emissions categories.</p>	<p>Maximum 30 points</p> <p><u>Each proposed resource (Lead and back-up) will be rated on 15 points.</u></p> <p>1-5 points: The resource provided demonstrates a minimal similarity to and understanding of the work requested in the Annex “A” - Statement of Work (SOW).</p> <p>6-10 points: The resource provided demonstrates a similarity to and understanding of the work requested in Annex “A” - Statement of Work (SOW)but not in all aspects.</p>	

TABLE B – TECHNICAL EVALUATION CRITERIA

TECHNICAL MERIT Point-Rated Technical Criterion	Maximum Number of Points Available	Cross-Reference Section
	<p>11-15 points: The resource provided demonstrates a full similarity to and understanding of the work requested in Annex “A” - Statement of Work (SOW).</p>	
<p>R2. Proposed Project Plan and Approach</p> <p>The Bidder shall include, as part of their proposal, a detailed description of the approach it will use to successfully deliver on the requirements indicated in the Annex “A” - Statement of Work.</p> <p>The following shall be addressed:</p> <p>1. How the Bidder will measure different activities and operations under the Senate of Canada’s Scope 1-3 emissions:</p> <ul style="list-style-type: none"> • GHG Protocol Standard; • ISO 14064-1, 14064-2, and 14064-3; • Science-Based Target Initiative (SBTis), if applicable; • Verified Carbon Standard, if applicable; • American Carbon Registry Standard, if applicable. <p>2. How the Bidder will determine reduction activities to address in the short, medium, and long-term (e.g., energy efficiency, behavioural changes, incentives, etc.)</p> <p>3. How the Bidder will validate offsets, in compliance with federal/provincial regulatory requirements.</p>	<p style="text-align: center;">Maximum 45 points</p> <p><u>Each requirement will be rated on 15 points.</u></p> <p>1-5 points: The information provided demonstrates a minimal similarity to the work requested in the Annex “A” - Statement of Work (SOW).</p> <p>6-10 points: The information provided demonstrates a similarity to the work requested in Annex “A” - Statement of Work (SOW)but not in all aspects.</p> <p>11-15 points: The information provided demonstrates a full similarity to the work requested in Annex “A” - Statement of Work (SOW).</p>	

TABLE B – TECHNICAL EVALUATION CRITERIA

TECHNICAL MERIT Point-Rated Technical Criterion	Maximum Number of Points Available	Cross-Reference Section
<p>R3. References</p> <p>The references provided in M4 – References will be evaluated on:</p> <ul style="list-style-type: none"> • The similarity of the work performed. <p>The Senate of Canada may contact the reference to confirm that the work was completed in a satisfactory manner.</p> <p>References should be available for the Senate to contact for four (4) weeks after the closing of the RFP.</p> <p>Note: The Senate of Canada cannot be used as a reference.</p>	<p>Maximum 45 points</p> <p><u>Each requirement will be rated on 15 points.</u></p> <p>1-5 points: The Reference confirms work of a minimal similarity to the work requested in Annex “A” - Statement of Work (SOW).</p> <p>6-10 points: The Reference confirms work of a similarity to the work requested in Annex “A” - Statement of Work (SOW)but not in all aspects.</p> <p>11-15 points: The Reference confirms work of a full similarity to the work requested in Annex “A” - Statement of Work (SOW).</p>	
<p>R4. Green Business Practices</p> <p>The Bidder shall demonstrate environmental practices implemented by their own company and provide information on their emissions footprint reduction.</p>	<p>Maximum 5 points</p> <p>0 point: The Bidder does not demonstrate environmental practices used by their company.</p> <p>5 points: The Bidder demonstrate environmental practices used by their company, including information on their emissions footprint discussion.</p>	
<p>R5. Accessibility</p> <p>The Bidder shall outline their company’s own accessibility practices.</p> <p>“Accessibility refers to the design of products, devices, services, or environments as to be usable by people with disabilities.”</p>	<p>Maximum 5 points</p> <p>0 point: The Bidder does not demonstrate accessibility practices.</p> <p>5 points: The Bidder demonstrates accessibility practices.</p>	
<p>Total of all the point-rated technical criteria</p>	<p>130 points Maximum</p>	
<p>Minimum pass mark (80%)</p>	<p>104 points required to pass</p>	

4. Interview (phase 3)



- I. The top three (3) highest scoring bidders in phase 2 may be invited to be interviewed by the Senate. The interview will be for a duration of one (1) hour.
- II. The interviews will take place **during the month of January 2023** (exact dates and times to be confirmed) and will take place virtually using videoconferencing technology (Zoom or MS Teams, with simultaneous interpretation). The bidders will be given a minimum of three (3) days notice to prepare for the interview.

Interview Point Rated Criterion	Maximum Number of Points Available
<p>The Bidder’s lead resource and the back-up, along with up to a maximum of three (3) team members, will be interviewed by the Senate to confirm what was written in their bid and validate their experience in conducting the work described in the Annex “A” – Statement of Work, as well as to address any questions the evaluation team may have.</p> <p>The bidder will be assessed on the basis of:</p> <ul style="list-style-type: none"> • Their sound understanding of the services and deliverables required to help the Senate reach its goals. • The effectiveness of their proposed approach to do the work described in the Statement of Work. • Their communication and interpersonal skills and abilities. • Their ability to communicate effectively orally in both English and French. <p>1 Hour interview:</p> <ul style="list-style-type: none"> • Up to 30 minutes presentation on proposed plan • 30 minutes to respond to questions on the presentation • Questions during the interview will be asked in English and French 	25 points
Minimum pass mark	20 points

5. Financial Evaluation (Phase 4)

- I. The price of the bid will be evaluated in Canadian dollars, applicable taxes excluded.
- II. For bid evaluation and contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the Financial Bid detailed in Annex “B” - All-inclusive pricing and Basis of Payment.

6. Basis of Selection

A bid must comply with all the requirements of the RFP. If it is determined that a bid does not comply with any of the requirements of the RFP, such bid will be deemed non-responsive and will not be given further consideration.

The evaluation and selection process will be conducted in the following phases:

Phase 1 – Mandatory Criteria



Phase 2 – Technical Merit - Rated Evaluation
Phase 3 – Interview
Phase 4 – Determination of Highest Ranked Bidder

Phase 1 – Mandatory Criteria

In Phase 1, all bids will be evaluated for their compliance with the mandatory criteria. Any bid that fails to meet any of the mandatory criteria will be deemed non-responsive and will not be given further consideration.

Phase 2 – Technical Merit - Rated Evaluation

In Phase 2, the bids that are deemed responsive in Phase 1 will be evaluated against the rated technical evaluation criteria. If any Phase 2 bid does not obtain the required minimum overall points for the technical evaluation criteria, that bid will not be given further consideration.

Phase 3 – Interview

In Phase 3, the top **three (3)** responsive bidders after the completion of Phases 1 and 2 may be invited to an interview. Bids that do not obtain the required minimum overall points for the Interview will not be given further consideration.

Phase 4 – Determination of Highest Ranked Bidders

Total Combined Rating = (Technical Merit + Interview) (70%) and Price (30%)

In Phase 4, a combined evaluation score for those bids deemed responsive in Phases 1, 2 and 3 will be determined in accordance with the following formula:

$$\begin{array}{rcl} \text{Total combined rating x 70\%} & & \text{Lowest price received x 30\%} \\ \hline & + & \hline \text{Maximum number of points} & & \text{Bidder's price} \end{array} = \begin{array}{l} \text{Combined} \\ \text{Total} \\ \text{Score} \end{array}$$

The Bidder with the highest Total Score will be considered for award of a contract.

In the event of a tie between bids, that is to say when all the factors, including the price, are considered to be equal, a coin toss will be made to determine which bidder will obtain the contract.



PART 5 - RESULTING CONTRACT CLAUSES

The following clauses and conditions shall apply to and form part of any contract resulting from this RFP.

1. Appropriate law

- I. This contract shall be interpreted and governed by the laws in force in the Province of **Ontario**.

2. Assignment

- I. This contract shall not be assigned in whole or in part by the contractor without the prior written consent of the Senate and any assignment made without that consent is void and of no effect.
- II. No assignment of the contract shall relieve the contractor from obligations under the contract or impose any liability upon the Senate.

3. Time is of the essence

- I. Time is of the essence in this contract.
- II. Any delay by the contractor in performing their obligations under this contract that is caused by events beyond the contractor's control must be reported in writing to the Senate. This notice shall state the cause(s) and circumstances of the delay. Furthermore, when asked to do so, the contractor shall deliver, in a form satisfactory to the Senate, a "work around plan" that includes alternative sources and any other means that the contractor will utilize to overcome the delay.
- III. Unless the contractor complies with the notice requirements set forth in this contract, any delay that would constitute an excusable delay shall be deemed not to be an excusable delay.
- IV. Notwithstanding that the contractor has complied with the notice requirements, the Senate may exercise any right of termination contained in this contract.

4. Indemnity against claims

- I. Except as otherwise provided in the contract, the contractor shall indemnify and save harmless the Senate from and against any and all claims, damages, losses, costs and expenses that they may at any time incur or suffer as a result or arising out of:
 - a. any injury to persons (including injuries resulting in death) or loss of or damage to property of others that may be alleged to be caused by or suffered as a result of the carrying out of work or any part thereof; and
 - b. any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials, parts, work in progress or finished work delivered to or in respect of which any payments have been made by the Senate.

5. Inspection and acceptance

- I. All reports, deliverables, items, documents, goods and services rendered under this contract are subject to inspection by the project authority or their representative. Should any report, document, good or services not be in accordance with the requirement of the statement of work and to the satisfaction



of the project authority or their representative, as submitted, the project authority will have the right to reject it or require its correction at the sole expense of the contractor before recommending payment. The Senate reserves the right of access to any records resulting from this contract.

6. Termination of contract

- I. The Senate may immediately terminate this contract if the contractor is for any reason unable to provide the services required under this agreement. Any such termination notice shall be given in writing.
- II. The contract may be immediately terminated by the Senate if it is determined that the services provided by the contractor are not satisfactory. Any such termination notice shall be given in writing.
- III. The contract may be terminated by the Senate upon **ten (10) days'** written notice if it is determined that the work, services or goods provided by the contractor, either in whole or in part, are no longer required.
- IV. Either party may terminate this contract upon **ten (10) days'** written notice.
- V. In case of a dissolution or prorogation of Parliament, the Contractor will complete all the work associated with the phase of the agreement on which they were working at the time of the dissolution or prorogation and provide all related documents and information to the Senate, as described in the Summary of Deliverables in the Statement of Work. The Senate will pay the Contractor for all work completed to the Senate's satisfaction up to and including that phase. The agreement will then be terminated.

7. Notice

- I. Any notice or other communication may be given in any manner. If it is required to be in writing, any such notice or communication shall be addressed to the party to whom it is intended, at the address in the contract or at the last address at which the sender has received written notice.
- II. Any notice or other communication given in writing in accordance with paragraph 7.I shall be deemed to have been received by either party
 - a. if delivered personally, on the day it was delivered;
 - b. if forwarded by mail, on the earlier of the day it was received or the sixth day after it was mailed; or
 - c. if forwarded by facsimile or electronic mail, 24 hours after it was transmitted.
- III. Notwithstanding the above, any notice given under "Termination of contract" clause shall be given in writing.

8. Warranties

- I. The contractor warrants that:
 - a. they are competent to perform the work required under this contract and have the necessary qualifications, including the knowledge, skill and ability to perform the work effectively;
 - b. they shall provide under this contract a quality of service at least equal to the quality that contractors generally would expect of a competent contractor in a like situation;



- c. they have complete authority to enter into this contract; and
- d. all work commenced under this contract will be completed in full.

9. Records to be kept by the contractor

- I. The contractor must keep accounts and records of the costs of the work and all expenditures or commitments made in the course of the work.
- II. The contractor shall not dispose of the documents referred to herein without the written consent of the Senate, but shall preserve and keep them available for audit and inspection for any period of time that may be specified elsewhere in this contract or, in the absence of such a specification, for a period of two (2) years following the completion of the work.

10. Confidentiality

- I. Unless required by law, the contractor, including their affiliates, directors, officers, employees, subcontractors, agents, representatives or any other individuals who are involved in the performance of the contractor's obligations under the contract, must treat as confidential, during the term of the contract and after contract termination, any information that is not publicly available and that is received or generated in the performance of this contract, including information or data — whether paper-based or electronic — prepared by the contractor for the benefit of the Senate. The contractor must also comply with the obligations set out in Annex "E" - Non-Disclosure Form, regarding any such information.

11. Safeguarding of Senate Information

- I. The contractor must ensure that all information provided or generated under this contract is kept in Canada. The contractor must notify the contracting authority if they intend to move the information from Canada. The contractor must not move the information from Canada without the prior written consent of the contracting authority.
- II. The contractor must immediately notify the contracting authority of any information or data breach affecting information that is not publicly available and that is received or generated in the performance of this contract, including information or data — whether paper-based or electronic — prepared by the contractor for the benefit of the Senate. The contractor must also cooperate with any investigation by the Senate into an information or data breach.

12. Returning of Senate Information

- I. It is a MANDATORY REQUIREMENT of this Contract that, within a reasonable period of time after the end of the term of the Contract or upon its early termination, the Contractor will destroy any Senate information in its possession, except as required by law or professional standards, and provide a certificate of destruction to the Senate.

13. Rules and Regulations

- I. In their operation, the contractor and their employees will comply and abide by all lawful rules and regulations of the Senate that may be established and amended from time to time, provided that no such rules or regulations inhibit the contractor from exercising their rights and duties hereunder.



- II. The contractor further understands that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences may result in a termination for default under this contract. If the contractor made a false declaration in their bid, makes a false declaration under this contract, or fails to diligently maintain the information herein requested up-to-date, or if the contractor or any of their affiliates or subcontractors fail to remain free and clear of any acts or convictions specified herein during the period of this contract, any such false declaration or failure to comply may result in a termination for default under this contract. The contractor understands that a termination for default will not restrict the Senate's right to exercise any other remedies that may be available against the contractor and agrees to immediately return any advance payments.

14. Miscellaneous Restrictions

- I. Under no circumstances shall the contractor use any stationery with Senate letterhead to conduct business under this agreement.
- II. It is the intention of the parties that:
 - a. this contract is for the performance of a service or services and that the contractor is engaged as an independent contractor providing services to the Senate; and
 - b. that the contractor's directors, officers, employees, and agents are not engaged as Senate of Canada employees and are not subject to the terms and conditions of employment or privileges applicable to the employees of the Senate of Canada.
- III. No contractor or their staff member(s) can render services or benefit from payments under a contract with the Senate if they are a family member (as defined in the Senate Administrative Rules) of the end user or of someone in a similar position who has influence over the scope of work.

15. Subcontracts

- I. The contractor must obtain the contracting authority's written consent before subcontracting or permitting the subcontracting of any part of the work. A subcontract includes a contract entered into by any subcontractor at any tier to perform any part of the work.
- II. In any subcontract, unless the contracting authority agrees in writing, the contractor must ensure that the subcontractor is bound by conditions compatible with and, in the opinion of the contracting authority, not less favorable to the Senate than the conditions of this contract.
- III. Even if the Senate consents to a subcontract, the contractor is responsible for performing this contract and the Senate is not responsible to any subcontractor. The contractor is responsible for any matters or things done or provided by any subcontractor under this contract and for paying any subcontractors for any part of the work that they perform.

16. No implied obligations

- I. It is the intention of the parties that this agreement is for the provision of services. The contractor is engaged as an independent contractor providing services to the Senate in accordance with this contract. The contractor's directors, officers, employees and agents are not engaged as Senate employees and are not subject to the terms and conditions of employment applicable to the



employees of the Senate of Canada.

17. Performance

- I. The contractor shall report on performance under this contract to the Senate in whatever format and frequency that the Senate may require.

18. Amendments to this contract

- I. No person other than the Manager of Procurement Services or their designate can amend this contract in any form. Any changes to the original contract must be made in writing.

19. Ownership of intellectual and other property including copyrights

- I. Documents and information (“work”) produced by the contractor in the performance of this contract as well as any copyrights in and to the work, shall vest in and remain the property of the Senate.
- II. Work shall be marked with the following copyright notice: © Senate of Canada.

20. Conflict of Interest

- I. The contractor declares that they have no pecuniary interest in the business of any third party that would cause a conflict of interest or seem to cause a conflict of interest in carrying out the work. Should such an interest be acquired during the life of this contract, the contractor shall declare it immediately to the Senate.
- II. It is a term of this contract that no former public office holder who is not in compliance with the *Conflict of Interest Act* shall derive a direct benefit from this contract.

21. Discrimination and harassment in the workplace

- I. The contractor declares that they, their directors nor their officers have suffered any judgments in regard to legislation pertaining to discrimination or harassment in the workplace.
- II. If such judgments are made against the contractor, their directors or their officers during the life of this contract, the Senate reserves the right to immediately terminate this contract. In such cases, the Senate shall only be liable for payment for services performed. No other costs or fees shall be due or payable by the Senate.

22. Health and safety

- I. The Contractor, while working in the Senate workplace, must comply with Senate policies on occupational health and safety. This entails, among other things:
 - a. Refraining or minimizing the use of scented products while in the Senate workplace;
 - b. Taking all reasonable measures to protect the health and safety of every employee and other persons granted access to the workplace for work purposes; and
 - c. Refraining from smoking in any buildings or within 9 meters of entrances, exits, windows or air intakes of Senate-occupied buildings in the Parliamentary Precinct.



- II. If contractors breach these duties and responsibilities, corrective action will be taken, which could include measures such as contract termination. Senate policies on occupational health and safety are available upon request.

23. Advertisement

- I. The contractor must not, without prior written consent from the Senate, advertise or publicize the work or any part of it. Breach of this clause may result in the contractor being declared ineligible for future awards of Senate contracts.

24. Entire Contract

- I. This contract constitutes the entire contract between the parties with respect to the subject matter of this contract and supersedes all previous negotiations, communications and other contracts relating to it unless they are incorporated by reference in this contract.

25. Authorities

- I. Contracting Authority

The contracting authority for this contract is:

Kelly Shields
Senior Procurement Advisor
Finance and Procurement Directorate
The Senate of Canada
40 Elgin Street, 11th floor
Ottawa, ON K1A0A4

Telephone: 613-995-8888 x 4
E-mail: Proc-Appr@sen.parl.gc.ca

The contracting authority is responsible for the management of this contract and any changes to this contract must be authorized in writing by the contracting authority. The contractor must not perform work in excess of or outside the scope of this contract based on verbal or written requests or instructions from anybody other than the contracting authority.

- II. Project Authority

The project authority for this contract is:

To be determined upon contract award

The project authority is the representative of the department for whom the work is being carried out under the contract and is responsible for the successful completion of the project. The project authority has the ultimate authority on all aspects for the project.

The project authority has no authority to authorize changes to the scope of the work. Changes to the scope of the work can only be made through a contract amendment issued by the contracting authority.

- III. Contractor's Representative

The contractor's representative for this contract is:



Account Manager:

To be determined upon contract award

26. Replacement of specific individuals

- I. If specific individuals are identified in the contract to perform the work, the contractor must provide the services of those individuals unless the contractor is unable to do so for reasons beyond their control.
- II. If the contractor is unable to provide the services of any specific individual identified in the contract, it must provide a replacement with equivalent or better qualifications and experience. The replacement must meet the criteria used in the selection of the contractor and be acceptable to the Senate. The contractor must, as soon as possible, give notice to the contracting authority of the reason for replacing the individual and provide the name, qualifications and experience of the proposed replacement.
- III. The contractor must not, in any event, allow performance of the work by unauthorized replacement persons. The contracting authority may order that a replacement stop performing the work. In such a case, the contractor must immediately comply with the order and secure a further replacement in accordance with subsection II. The fact that the contracting authority does not order that a replacement stop performing the work does not relieve the contractor of its responsibility to meet the requirements of the contract.

27. Priority of documents

- I. If there is a discrepancy between the wording of any documents that appear on the following 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 this contract;
 - b. articles of the RFP, including all annexes; and
 - c. the contractor's bid dated *(To be identified upon contract issuance)*.

28. Proactive disclosure

- I. All contracts awarded by the Senate must reflect fairness in the spending of public funds. The Senate is obligated to report on its website, every quarter, all contracts awarded and that have a value of more than \$10,000.00 or whose value has exceeded \$10,000.00 via amendment.



PART 6 – TERMS OF WORK AND PAYMENT

1. Period of the contract

- I. The contractor will provide Professional Services to support the Senate of Canada's plan to reach net zero by 2030, as outlined in Annex "A" - Statement of Work (SOW) for a period of **up to four (4) months from contract award**.

2. Extension of Contract

- I. Upon completion of Phase 1, the Senate of Canada will decide whether it will proceed and exercise the next option period. The Senate will notify the Contractor in writing of its decision within 10 business days. Pricing shall be in accordance with the Phase 2 pricing outlined in the financial proposal.
- II. Upon completion of Phase 2, the Senate of Canada will decide whether it will proceed and exercise the next option period. The Senate will notify the Contractor in writing of its decision within 10 business days. Pricing shall be in accordance with the Phase 3 pricing outlined in the financial proposal.
- III. The Contractor must obtain Senate approval to proceed to the next phase. Should the Contractor proceed to the next phase without the approval of the Senate, the Senate will not reimburse the Contractor for any work done during the next phase.
- IV. The Senate of Canada may exercise option periods at any time by sending a written notice to the Contractor. The option periods may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through an amendment.

3. Contract amount

- I. The contractor will be paid for the costs reasonably and properly incurred in the performance of the work, as determined in accordance with Annex "B" - "All-inclusive Pricing and Basis of payment," to a limitation of *(To be determined at contract award)* plus applicable taxes.

4. All-inclusive Pricing and Basis of Payment

- I. In consideration of the contractor satisfactorily completing all of their obligations under the contract, the Contractor will be paid in accordance with percentages specified in Annex "B" - All-inclusive Pricing and Basis of Payment.
- II. The Senate will not entertain any charges that are not specified in Annex "B" - All-inclusive Pricing and Basis of Payment.

5. Invoicing

- I. The contractor will submit a detailed invoice for each key deliverable. The invoice must include, at a minimum, the date(s) the service was performed, the service deliverable and the contract reference number and the Business Registration Number (BN) when sales taxes are included and the contract reference number.
- II. The contractor's certified invoice shall be forwarded



by e-mail at: finpro@sen.parl.gc.ca

Or by post or courier to:

**The Senate of Canada
Finance and Procurement Directorate
Chambers Building
40 Elgin Street, 11th floor
Ottawa, ON K1A 0A4**

- III. The invoice must be reviewed and signed by the project authority or their delegate before payment is issued.
- IV. Payment by the Senate to the contractor for work shall be made
 - a. in the case of a progress payment other than the final payment, within thirty (30) days of the date on which a claim for progress payment is received according to the terms of the contract; or
 - b. in the case of a final payment, within thirty (30) days of the date of receipt of a final invoice for payment, or within thirty (30) days of the date on which the work is completed, or the goods are delivered and accepted, whichever date is later.
- V. If the Senate has any objections to the invoice, written notification of the nature of such objections shall be forwarded to the contractor.

6. Method of payment

- I. Payment will be by direct deposit. The Senate will deposit all payments directly into the contractor's account.
- II. Payments will be addressed and mailed to the name and address indicated on the first page of the contract.

7. Sales tax

- I. The Senate of Canada is exempt from provincial sales taxes.
- II. PST exemption numbers: Ontario 11708174G / Quebec: 10-0813-5602-P
- III. The applicable taxes are not included in the contract amount.
- IV. The Applicable Taxes and Business Registration Number must be listed as a separate line item on all invoices.

8. Interest on overdue accounts

- I. For the purpose of this section:
 - a. an amount is "due and payable" when it is due and payable by the Senate to the Contractor according to the terms and conditions of the contract;
 - b. an amount is "overdue" when it is unpaid on the first day following the day upon which it is due and payable;
 - c. "date of payment" means thirty (30) days from the date of receipt of



the invoice at the Senate;

- d. the "Bank Rate" is the average Bank of Canada discount rate for the previous month, plus 3 per cent (3%);
- e. the Senate will be liable to pay simple interest, at the Bank Rate, on any amount that is overdue from the day the amount became overdue until the day prior to the date of payment inclusively; however, interest will not be payable, nor will it be paid, unless the amount has been outstanding (unpaid) for more than fifteen (15) days following the due date. Interest will only be paid when the Senate is responsible for the delay in paying the contractor. In the event that the Senate is not responsible for the delay in paying the contractor, no interest will be paid;
- f. the Senate will not be liable to pay the contractor any interest on unpaid interest.



ANNEX "A" – STATEMENT OF WORK (SOW)

1. OBJECTIVE

To obtain services of a third-party service provider to develop a plan to benchmark and analyze the Senate's emissions and provide an implementation strategy to guide its goal for achieving a net zero carbon footprint by 2030.

2. BACKGROUND

On March 29, 2022, the Senate of Canada unanimously adopted a [Senate of Canada Environmental and Sustainability Policy Statement](#) with the following objective:

The Senate of Canada is committed to reducing the Senate's carbon footprint to net zero by 2030 and to implement sustainable practices in its operations. Achieving this goal requires a whole-of-organization approach which prioritizes reduction of outputs and utilizes standard leading emission offsets. The road to net zero will include quantifiable regular reporting on progress towards target. These actions are to demonstrate leadership as an institution on climate action, to encourage accountability of federal institutions and to inform the legislative process.

Achieving the objective of the Senate of Canada would include scope 1, 2 and meaningful inclusion of scope 3 emissions (as defined in the [Greenhouse Gas Protocol](#): "Scope 1 emissions are the GHGs produced directly from sources that are owned or controlled, for example, from the combustion of fuels in vehicles or in heating buildings. Scope 2 GHG emissions are those generated indirectly from the consumption of purchased energy (electricity, heating and cooling). Scope 3 GHG emissions are indirect emissions resulting from an organization's operations.)".

The Senate of Canada's Advisory Working Group on Environment and Sustainability (AWG) has been mandated to oversee a competitive procurement process to secure external expertise to catalogue, benchmark and develop an on-going measurement approach for total carbon footprint of Senate activities and provide recommendations to achieve targets.

The external expert would advise on best practices for how to implement an internal accountability structure with regular reporting using recognized industry standards. This would also support evidence for cost-effective measures to reduce the carbon footprint of the institution.

Once the Senate's carbon footprint is benchmarked, it will be better equipped to develop a long-term plan that will reduce its environmental impact and track whether the actions taken will achieve these goals.

Reference Documents

- 1) **Current mandate: Motion, April 28, 2022: CIBA/2022-04-28/085(P) – Creation of the Advisory Working Group on Environment and Sustainability:**
<https://sencanada.ca/en/Content/Sen/Committee/441/CIBA/07MN-55485-E>
- 2) **Report, Nov. 17, 2021: Senate Advisory Working Group on Environment and Sustainability: Report to CIBA:**
https://sencanada.ca/Content/Sen/Committee/441/CIBA/briefs/2021.11.17_AWG-ES_CIBA_Final_e.pdf

Especially p. 19-21: Medium and long-term opportunities, via external expertise: Request for Proposals (RFP) guidelines; and p. 25 Appendix B: Senate of Canada Environmental and Sustainability Policy Statement



3. SCOPE OF WORK

The Senate of Canada plans to implement a best-in-class project plan which can demonstrate leadership to government and Canadians.

The emissions of the institution largely fall into three areas: travel, buildings, and operations (including vehicles). *Summarized information is as follows; additional information will be provided to the contractor as required.*

1) Travel

a) Land and Air

Parliament's 105 senators travel regularly from their home provinces/territories to Ottawa for in-person sittings in the Senate Chamber.

- Annual total kilometers travelled by air by senators are approximately 5,000,000 km.
- Annual total kilometers travelled by car by senators are approximately 200,000 km.

Additional background:

- Individual senators' travel is reported quarterly (with their expenses) on the [Senate website](#).
- A February 2021 [PBO report](#) assessing hybrid sittings also included detail on senators' travel.

b) Committee Travel

Committee travel varies. From 2015 to 2020, there were on average **11 committee trips** per year. During the 2020-21 fiscal year, there were no committee trips due to pandemic-related travel restrictions; committees met virtually. Committees have recently resumed travel.

Committee travel data available for the contractor will include locations, numbers of travelers, and modes of travel.

Additional background:

- Committee travel is reported yearly in the [Senate Committee Annual Reports](#) (scroll down, left side: Senate Committee Annual Reports) and until 2019 [by CIBA](#).
- In 2020, new legislation on [proactive disclosure](#) came into effect, which will require public reporting of future Senate committee travel.

2) Buildings

The Senate occupies Crown-owned buildings including the Senate of Canada Building, East Block and Victoria Building. (The Centre Block is currently closed for renovations). Detailed building data already available for these buildings includes annual consumption for electricity, natural gas, diesel, steam and chilled water as well as CO2 equivalent estimates as part of the [Greening of Government](#) strategy. This data will be made available to the contractor.

The Senate also occupies leased office spaces (a total of 16,893.58m²U / 19,125.80m²R), for which building data may vary. The Senate will coordinate this data collection and provide it to the contractor for assessment.

3) Operations:

Vehicles: The Senate has shuttle buses driving between buildings in the Parliamentary precinct. It has cargo vans for material transport for both local and occasional longer distances. Mileage and operational cost data will be made available to the contractor.



Cafeterias: For catering and cafeteria services serving the Senate, metrics will be made available to the contractor.

Additional Senate operations activity: printing, recycling, waste, etc.

To achieve the objective of reducing overall GHG emissions, the Senate of Canada requests a detailed proposal from applicants that demonstrates understanding, expertise and experience in developing innovative and cost-efficient strategies on emissions cataloguing and benchmarking, implementing medium and long-term strategies for reducing total emissions, and applying well-established industry standards such as, for example, the Greenhouse Gas Protocol.

The Contractor must address the following in their proposed work plans:

Phase 1: Benchmarking, Data Collection and Analysis of Scope 1, 2, and 3 GHG emissions

Phase 2: Developing net zero targets and implementation plan

Phase 3: Tracking and sustaining progress towards net zero

Phase 1: Benchmarking, Data Collection and Analysis of Scope 1, 2, and 3 GHG emissions

In this phase of work, the Contractor will collect data to develop a baseline and inform target-setting for reaching a net zero outcome for the Senate. Using available institutional data, the Contractor will be expected to deliver a comprehensive and quantifiable inventory of Scope 1, 2, and 3 GHG emission equivalents using the most appropriate environmental and industry standards. Measurements must include as a minimum, but are not limited to, the following:

Scope 1 and 2 Inventory Review

- Selection of an appropriate base year for the Senate of Canada's GHG inventory.
- Review of Scope 1 emissions (direct emissions from sources owned or controlled by the Senate of Canada). This must include institutional operations such as building emissions, Senate-owned vehicle emissions, water usage, etc. The Contractor will use the most accurate data collection techniques to measure the different emission sources, in accordance with industry standards.
- Review of Scope 2 emissions (indirect emissions from sources that are owned or controlled by the Senate). This must include purchased electricity (or alternative power sources), heating and cooling, etc. The Contractor will use the most accurate data collection techniques to measure the different emission sources, in accordance with industry standards.
- Identify existing gaps in the Scope 1 and 2 GHG emissions inventory and develop and implement a procedure to address any key gaps found. Consider key areas for the net zero implementation plan in Phase 2, including the purchase of offsets for the institution.
- Assess the inventory's capacity to monitor actual GHG emission reductions, in accordance to predetermined targets.

Scope 3 Emissions Inventory Review

- Review of Scope 3 emissions (emissions from sources not owned or directly controlled by the Senate but related to Senate activities). This must include, but is not limited to:
 - direct financed travel,
 - commuting activity of Senators and staff, and
 - waste management activity, as per GHG Protocol.
- The Contractor is required to estimate Senators' Offices and Senate Administration



travel using Senate-provided data, and to consult with Senate representatives, senators and staff members in the official language of their choice regarding commuting activities.

Existing Offsets

- The Contractor will review and assess existing activities in the Senate of Canada that avoid or reduce Greenhouse Gas emissions and are not accounted for. These may include, but are not limited to:
 - renewable energy
 - composting,
 - vegetation and/or ecosystem preservation.

GHG Emissions Report

- Upon completion of the GHG inventory and data analysis, the Contractor will deliver a written bilingual report on the Senate's GHG emissions to the Advisory Working Group, and to the Senate Standing Committee on Internal Economy, Budgets and Administration (CIBA) which includes:
 - an analysis of the Senate's Scope 1, 2 and 3 GHG emissions, including gaps in emission inventory and capacity to measure and track emissions,
 - a preliminary forecast of the Senate's Scope 1, 2, and 3 GHG emissions levels until 2030: and
 - a preliminary outline for an effective net zero implementation plan.

Phase 2: Developing net zero targets and implementation plan

In this phase, the Contractor must develop GHG emissions reduction targets for the entire Senate of Canada, including both Senators' offices and Senate Administration. Project phase activities must include as a minimum, but are not limited to the following:

- Building on preliminary emission forecast in Phase 1, develop a clear roadmap which outlines incremental, sequential plans to fulfill the Senate's intended goal of net zero, considering the principles-based Senate of Canada's Environmental Policy Statement. This roadmap will identify required investments, both in equipment and technology to achieve this goal.
- Evaluate the existing emission reduction initiatives in the Senate and explore potential new initiatives, based on recommendations from the report of the AWG and the principles laid out in the Senate of Canada Environmental Policy Statement.

Phase 3: Tracking and sustaining progress towards net zero

In this phase, the Contractor must propose a formalized approach for a regular reporting regime to track progress against the established targets identified in Phase 2. Activities must include as a minimum, but are not limited to:

- Propose an internal reporting structure of emissions reduction progress for Senate Administration.
- Propose available software products, systems, or processes to facilitate the Senate's tracking and reporting in a cost-effective and reliable manner. This must include an accountability mechanism to increase transparency and avoid 'greenwashing'.
- Assess projected financial investment and staff needed to fulfil the Senate's Net Zero implementation plan and provide recommendations.

4. Proposed Timeframe

Project Phase	Estimated Timeframe
Phase 1: Benchmarking, Data Collection and Analysis of Scope 1, 2, and 3 GHG emissions	3-4 months after award of contract
Option period 1 if exercised	
Phase 2: Developing net zero targets and implementation plan	2-4 months from go ahead received
Option period 2 if exercised	
Phase 3: Tracking and sustaining progress towards net zero	1-4 months from go ahead received

5. Work Location

Work under this contract shall be done remotely to the greatest extent possible. When needed, the Contractor may come to Senate premises; this must be pre-approved by the Senate Project Authority.

6. Travel

All travel costs must be included in your price.

7. Language Requirements

The Contractor will be required to provide services and documents in both official languages (English and French).

8. Senate Responsibilities

- The Senate will perform security clearance check on the successful contractor.
- The Senate will reply to all requests and review documents in a timely manner.
- The Senate will provide the successful contractor with requested data and documents within 10 business days of receiving the request from the contractor.
- The Senate will advise the successful contractor when and if it can proceed to the next phase.

9. Summary of Deliverables

Phase 1

- A Work Plan that includes time frames to successfully implement Statement of Work project phases.
- A bilingual written report on the Senate’s GHG emissions to the Advisory Working Group and, if required, present to the Senate Standing Committee on Internal Economy, Budgets and Administration (CIBA). This report must include detail on Scope 1, 2, and 3 GHG inventory, including the identification of data gaps and / or inaccuracies in existing data.



Phase 2

- A Net Zero Implementation Plan, which outlines a clear roadmap of and whole-of-organization approach to tackle operational and behavioral changes necessary to achieve the Senate's target of net zero GHG emissions by 2030.

Phase 3

- A bilingual draft written report that contains:
 - An internal reporting and accountability structure to track emissions and progress for the Senate Administration and senators' offices.
 - Recommendations to the Senate on tracking and reporting products, systems, or processes; facilitating ongoing support for the implementation plan and objectives; establishing a governance/organizational mechanism and the necessary internal staffing capacity at the Senate to facilitate timely reporting and compliance.
- A presentation to the Senate Standing Committee on Internal Economy, Budgets and Administration (CIBA) and, if needed, the Senate Standing Committee on Audit and Oversight (AOVS) on the bilingual draft report.
- A bilingual final report.

10. Basis of Payment

The Contractor shall be paid upon successful completion of each Phase (if exercised) the lump sum outlined the Annex "B" – All-inclusive pricing and Basis of Payment.



ANNEX “B” – ALL INCLUSIVE PRICING AND BASIS OF PAYMENT

Pricing is all inclusive. No additional cost shall be paid separate from this contract.

The Bidder must submit a firm, all-inclusive price for the performance of work. The price submitted must be inclusive of all activities, personnel and equipment to perform the work, Harmonized Sales Tax excluded.

The Senate of Canada will not reimburse claims for travel or living expenses for any activity required for the performance of work under the Contract.

Total all-inclusive price:

Table 1: Phase 1 work as outlined in the SOW		
	Description	Bid Price
<u>1</u>	Deliverable 1: Provide a Work Plan that includes time frames to successfully implement Statement of Work project phases.	
<u>2</u>	Deliverable 2: Provide a written bilingual GHG Emissions Report.	
<u>Total All-inclusive price for work Phase 1 work as outlined in the SOW (Items 1 and 2)</u>		

Table 2: Phase 2 work as outlined in the SOW		
	Description	Bid Price
<u>1</u>	Deliverable 1: Provide a Net Zero Implementation Plan, which outlines a clear roadmap of and whole-of-organization approach to tackle operational and behavioral changes necessary to achieve the Senate’s target of net zero GHG emissions by 2030.	
<u>Total All-inclusive price for work Phase 2 work as outlined in the SOW</u>		

Table 3: Phase 3 work as outlined in the SOW		
	Description	Bid Price
<u>1</u>	Deliverable 1: A bilingual draft written report that contains: <ul style="list-style-type: none"> • An internal reporting and accountability structure to track emissions and progress for the Senate Administration and senators’ offices. • Recommendations to the Senate on tracking and reporting products, systems, or processes; facilitating ongoing support for the implementation plan and objectives; establishing a governance/organizational mechanism and the necessary internal staffing capacity at the Senate to facilitate timely reporting and compliance. 	



<u>2</u>	Deliverable 2: A presentation to the Senate Standing Committee on Internal Economy, Budgets and Administration (CIBA) and/or the Senate Standing Committee on Audit and Oversight (AOVS) on the bilingual draft report.	
<u>3</u>	Deliverable 3: A bilingual final written report.	
Total All-inclusive price for work Phase 3 work as outlined in the SOW (Items 1 – 3)		

Summary: Total all-inclusive price:

Description	Bid Price
All-inclusive price for Phase 1 work as outlined in the SOW	\$ Applicable taxes are extra
All-inclusive price for Phase 2 work as outlined in the SOW, if exercised	\$ Applicable taxes are extra
All-inclusive price for Phase 3 work as outlined in the SOW, if exercised	\$ Applicable taxes are extra
Total of all three Phases (for evaluation purposes only)	\$ Applicable taxes are extra

Company Name: _____

Name of Representative: _____

Signature: _____ Date: _____

ANNEX “C” – LANGUAGE PROFICIENCY

Language Proficiency Grid Legend	Oral	Comprehension	Written
Basic	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> • ask and answer simple questions; • give simple instructions; and • give uncomplicated directions relating to routine work situations. 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> • fully understand very simple texts; • grasp the main idea of texts about familiar topics; and • read and understand elementary points of information such as dates, numbers, or names from relatively more complex texts to perform routine job-related tasks. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> • write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person.
Intermediate	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> • sustain a conversation on concrete topics; report on actions taken; • give straightforward instructions to employees; and • provide factual descriptions and explanations. 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> • grasp the main idea of most work-related texts; • identify specific details; and • distinguish main from subsidiary ideas. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> • deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary.
Advanced	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> • support opinions; and understand and express hypothetical and conditional ideas. 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> • understand most complex details, inferences and fine points of meaning; and • have a good comprehension of specialized or less familiar material. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> • write texts where ideas are developed and presented in a coherent manner.



SUPPLIER CREATION & DIRECT DEPOSIT ENROLMENT FORM

INSTITUTION – Please select:		SENATE OF CANADA	OFFICE OF THE SENATE ETHICS OFFICER
ACTION REQUIRED – Please select:		SUPPLIER CREATION	SUPPLIER MODIFICATION
REASON FOR ACTION OR COMMENT:			
SECTION 1 – SUPPLIER DETAILS – Please print			
LEGAL NAME _____		TELEPHONE _____	
REMITTANCE NAME (if different from the legal name) _____		SUPPLIER URL ADDRESS (if applicable) _____	
ADDRESS			
STREET _____		CITY _____	
POSTAL CODE _____	PROVINCE _____	COUNTRY _____	
REMITTANCE ADDRESS (if different from above address)			
STREET _____		CITY _____	
POSTAL CODE _____	PROVINCE _____	COUNTRY _____	
CORPORATION:			TAX-EXEMPT
CANADIAN	U.S.	OTHER FOREIGN COUNTRY	
CONTRACTOR/SOLE PROPRIETOR (INDIVIDUAL CHARGING SALES TAXES)		Please indicate your HST/GST number	
CONTRACTOR/SOLE PROPRIETOR (INDIVIDUAL IS NOT CHARGING SALES TAXES)		Please indicate your SOCIAL INSURANCE NUMBER	
SECTION 2 – SUPPLIER PAYMENT DETAILS			
CANADIAN DOLLARS	OTHER CURRENCY _____ (by cheque only)		
METHOD OF PAYMENT			
CHEQUE	DIRECT DEPOSIT (C\$ only)* <small>*Please attach a blank cheque with "VOID" written on or other related banking documents (recommended)</small>		SENATE CREDIT CARD
DIRECT DEPOSIT EMAIL PAYMENT NOTIFICATION			
EMAIL ADDRESS 1 _____e		EMAIL ADDRESS 2 _____e	
SECTION 3 – CONSENT *			
<i>*Note: If a corporation, an authorized signing officer must complete and sign this form.</i>			
<i>I give my consent to the Senate of Canada to pay the invoices for the supplier identified in Section 1 through direct deposit to the financial institution that I have designated using the attached cheque with "VOID" written on it or my other attached related banking documents.</i>			
CONTACT NAME _____		TITLE _____	
SIGNATURE _____		DATE _____	

For contract or Purchase order please submit this completed and signed form (and supporting documents) to the Procurement Division of the Senate by e-mail to
For invoice please submit this completed and signed form (and supporting documents) by e-mail to



ANNEX "E" – NON-DISCLOSURE FORM

The contractor hereby acknowledges that information disclosed to the contractor in the course of work performed under the Senate of Canada Net Zero 2030 Project may be confidential, subject to parliamentary privilege, or both; and agrees as follows:

1. Application

- 1.1 For the purposes of this annex, a reference to the contractor in sections 1 to 4 includes their affiliates, directors, officers, employees, subcontractors, agents, representatives and any other individual involved in the performance of work under the Senate of Canada Net Zero 2030 Project. The contractor will be responsible for any breach of the obligations contained in this annex by any such affiliates, directors, officers, employees, contractors, agents, representatives or individuals involved in the performance of work under the contract.
- 1.2 This annex applies to all Senate information obtained by the contractor in the course of work performed under the Senate of Canada Net Zero 2030 Project.
- 1.3 Despite section 1.1, this annex does not apply to information that
 - a. is or becomes available to the public in a manner outside the contractor's control;
 - b. is or becomes known or available to the contractor on a non-confidential basis;
or
 - c. is in the contractor's possession at the signing of this annex.

2. General obligation to secrecy

- 2.1 The contractor will keep Senate information obtained in the course of work performed under the Senate of Canada Net Zero 2030 Project confidential and will not, without consent from the appropriate Senate authority,
 - a. reproduce, copy, use, divulge, release or disclose the information, either in whole or in part, in any manner whatsoever, to any person other than an authorized Senate representative; or
 - b. use, directly or indirectly, the information at any time for any purpose other than in the performance of their obligations under the Senate of Canada Net Zero 2030 Project.
- 2.2 The obligations contained in this annex will survive the completion of the work performed under the Senate of Canada Net Zero 2030 Project and will continue thereafter indefinitely.

3. Safety of Information

- 3.1 The contractor will comply with any written or oral instructions issued by the Senate in relation to the safeguarding of Senate information.
- 3.2 The contractor will report any inadvertent disclosure of information caused by their acts or omissions to the Senate as soon as practicable after its occurrence, and the contractor will cooperate with any investigation into a disclosure.
- 3.3 If disclosure of information subject to this annex is required by law, the contractor will so inform the Senate and will take any measure(s) necessary to resist disclosure until such time as the Senate has sought an appropriate legal remedy or waived compliance with this annex.



3.4 The contractor will return to the Senate any record containing information obtained in the course of work performed under Senate of Canada Net Zero 2030 Project that is in the contractor's possession at the conclusion of their work. Upon confirmation of receipt of those records, the contractor will destroy any copies of the records in their possession and provide a certificate of destruction to the Senate.

4. No property interest

4.1 Any information that the contractor obtains or generates in the course of work performed under the Senate of Canada Net Zero 2030 Project, or any work product generated by the contractor in the course of that work, is the property of the Senate.

5. Choice of law

5.1 This annex is governed by and construed in accordance with the laws in force in the province of Ontario.

6. Severability

6.1 If a court of competent jurisdiction determines that any provision of this annex is invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions will not in any way be affected or impaired by such a finding.

7. Privileges of the Senate preserved

7.1 Nothing in this annex will be construed as modifying or limiting the privileges, immunities and powers of the Senate.

7.2 The Senate may address a breach of the conditions contained in this annex as it deems fit.

Signature

Date

Name of contractor's authorized representative