



<p>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:</p> <p>Bid Receiving - Environment and Climate Change Canada / Réception des soumissions – Environnement et changement climatique Canada</p> <p>Electronic Copy: soumissionsbids@ec.gc.ca</p> <p>BID SOLICITATION DEMANDE DE SOUMISSIONS</p> <p>PROPOSAL TO: ENVIRONMENT AND CLIMATE CHANGE CANADA</p> <p>We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p> <p>SOUSSION À: ENVIRONNEMENT ET CHANGEMENT CLIMATIQUE CANADA</p> <p>Nous offrons d'effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).</p>	Title – Titre	
	Carbon offset credits purchase for the 15th meeting of the Conference of the Parties (COP 15) to the Convention on Biological Diversity (CBD)	
	EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP 5000074366	
	Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) 2023-09-30	
	Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ) at – à 2:00 P.M. on – le October 31, 2023	Time Zone – Fuseau horaire Eastern Time
	F.O.B – F.A.B	
	Address Enquiries to - Adresser toutes questions à Stephanie Cleroux Stephanie.Cleroux@ec.gc.ca	
	Telephone No. – N° de téléphone	Fax No. – N° de Fax
	Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ)	
	Destination of Services / Destination des services See Herein	
Security / Sécurité There is no security requirement associated with this solicitation		
Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur		
Telephone No. – N° de téléphone	Fax No. – N° de Fax	
Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)		
Signature	Date	



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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, Certification, and any other annexes.

1.2 Summary

- 1.2.1 Environment and Climate Change Canada (ECCC) is seeking to offset greenhouse gas (GHG) emissions associated with the hosting and attendance of Part Two of the 15th meeting of the Conference of the Parties (COP 15) to the Convention on Biological Diversity (CBD) – also known as the UN Biodiversity Convention.
- 1.2.2 There is no security requirements associated with this requirement.
- 1.2.3 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Colombia Free Trade Agreement (CColFTA), the Canada-Panama Free Trade Agreement (CPanFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), Canada Korea Free Trade Agreement (CKFTA) and the Canadian Free Trade Agreement (CFTA).

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2023-06-08) 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: 180 days

2.2 Submission of Bids

Bids must be submitted to Environment and Climate Change Canada at the address and by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to Environment and Climate Change Canada will not be accepted.

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

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

Definitions

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

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or

- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

Former Public Servant in Receipt of a Pension

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

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2019-01 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;



- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five 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 Quebec.

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 favors a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least ten days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.7 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

Due to the nature of the bid solicitation, bids transmitted by CPC Connect service and by facsimile will not be accepted.

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

- Section I: Technical Bid** (1 soft copy in PDF format by email)
- Section II: Financial Bid** (1 soft copy in PDF format by email)
- Section III: Certifications** (1 softcopy in PDF format by email)

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

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

Note for electronic submission of bids:

In order to be considered, bids must be received by the date and time indicated on the cover page to herein as the "Closing Date." Bids received after the Closing Date will be considered non-responsive and will not be considered for contract award. Bids submitted by email must be submitted ONLY to the following email address:

Email Address: soumissionsbids@ec.gc.ca

Attention:

Solicitation Number: 5000074366

Bidders should ensure that their name, address, Closing Date of the solicitation and Solicitation Number are clearly indicated in the body of their email. Bids and supporting information may be submitted in either English or French.

The total size of the email, including all attachments, must be less than 15 megabytes (MB). It is each Bidder's responsibility to ensure that the total size of the email does not exceed this limit.

Bids sent by fax will not be accepted.

It is important to note that emails systems can experience systematic delays and, at times, large attachments may cause systems to hold or delay transmission of emails. It is solely the Bidder's responsibility to ensure that the Contracting Authority receives a bid on time, in the mailbox that has been identified for bid receipt purposes. Date stamps for this form of transmission are not acceptable.

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

Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper.
- (b) use a numbering system that corresponds to the bid solicitation.

In order to assist Canada in meeting the objectives of the [Policy on Green Procurement](#), when feasible bidders should prepare and submit their bid as follows:

- 1) Include all environmental certification(s) relevant to your organization (such as ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- 2) Include all third party environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (such as Canadian Standards Association (CSA Group), Underwriters Laboratories (ULSolutions); Forest Stewardship Council (FSC), ENERGYSTAR, etc.)
- 3) Unless otherwise noted, bidders are encouraged to submit bids electronically. If hard copies are required, bidders should:
 - a. use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably managed forest and containing minimum 30% recycled content; and
 - b. use an environmentally preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of Cerlox, duo tangs, spiral binding or binders, and must not contain any single-use plastics.

Canada is committed to achieving [net zero greenhouse gas \(GHG\) emissions by 2050](#) in an effort to position Canada for success in a green economy and to mitigate climate change impacts. As a result, future solicitations may include the following:

- there may be evaluation criteria or other instructions in the solicitation or contract documents related to measuring and disclosing your company's GHG emissions;
- you may be requested or required to join one of the following initiatives to submit a bid, offer or arrangement or if you are awarded the contract:
 - Canada's Net-Zero Challenge;
 - the United Nations Race to Zero;
 - the Science-based Targets Initiative;
 - the Carbon Disclosure Project;
 - the International Organization for Standardization;
- you may be required to provide other evidence of your company's commitment and actions toward meeting net zero targets by 2050.

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach, in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B".

3.1.2 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "E" Electronic Payment Instruments, to identify which ones are accepted.



If Annex "E" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

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

4.1.1.1 Mandatory Technical Criteria

See Attachment 4.1 – Mandatory Technical Criteria

4.1.1.2 Point Rated Technical Criteria

See Attachment 4.2 - Point Rated Technical Criteria

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price-Bid

For financial evaluation purposes, the evaluated proposal price will be determined as follows:

A – Deliverables

For item 1: (Column A X Column B = Column C) +
For item 2: (Column A X Column B = Column C)
And so on.

The total amount of all the items in column C will be added to give the grand total for line (D) of section **A – Deliverables**.

B - Fees and other expenses

For item 1: (Column E X Column F = Column G) +
For item 2: (Column E X Column F = Column G)
And so on.

The total amount of all the items in Column G will be added to give the grand total for line (H) of section **B - Fees and other expenses**.

Grand total of A – Deliverables (D) + Grand total of B - Fees and other expenses (H) = total proposal evaluated price.

See Appendix B - Basis of Payment.

4.2 Basis of Selection

SACC Manual Clause [A0027T](#) , Basis of Selection – Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 obtain the required minimum of 153 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 305 points.

2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for the award of a contract.

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

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. 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 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.

5.2 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.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

There is no security associated with this requirement.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

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](#) (2022-12-01), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.3 Security Requirements

7.3.1 There is no security requirement applicable to the Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2024, inclusive.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Stephanie Cleroux
Title: Senior Manager – Procurement Operations East
Organization: Environment and Climate Change Canada
E-mail address: stephanie.cleroux@ec.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.

7.5.2 Project Authority

The Project Authority for the Contract is:

Name: _____

Title: _____
Organization: _____
E-mail address: _____

Will be provided at Contract award.

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

7.5.3 Contractor's Representative

Will be completed at Contract award.

7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a *Public Service Superannuation Act* (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2019-01 of the Treasury Board Secretariat of Canada.

7.7 Payment

7.7.1 Basis of Payment – Firm Lot(s) Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price, as specified in in Annex "B" for a cost of \$ _____ Customs duties are included, and Applicable Taxes are extra.

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

7.7.2 Limitation of Price

SACC Manual clause [C6000C](#) (2017-08-17) Limitation of Price

7.7.3 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);

7.7.4 Discretionary Audit



The Contractor's certification that the price or rate is not in excess of the lowest price or rate charged anyone else, including the Contractor's most favoured customer, for the like quality and quantity of the goods, services or both, is subject to verification by government audit, at the discretion of Canada, before or after payment is made to the Contractor.

If the audit demonstrates that the certification is in error after payment is made to the Contractor, the Contractor must, at the discretion of Canada, make repayment to Canada in the amount found to be in excess of the lowest price or rate or authorize the retention by Canada of that amount by way of deduction from any sum of money that may be due or payable to the Contractor pursuant to the Contract.

If the audit demonstrates that the certification is in error before payment is made, the Contractor agrees that any pending invoice will be adjusted by Canada in accordance with the results of the audit. It is further agreed that if the Contract is still in effect at the time of the verification, the price or rate will be lowered in accordance with the results of the audit.

7.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of the purchase report.
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

7.9 Certifications and Additional Information

7.9.1 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.

7.10 Applicable Laws

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

7.11 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2022-12-01) Higer Complexity Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;



- (e) Annex C, Electronic Payment Instrument, and
- (f) the Contractor's bid dated _____, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award:*), as clarified on _____ " **or** ", as amended on _____.

7.12 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. Title

Carbon offset credits purchase for the 15th meeting of the Conference of the Parties (COP 15) to the Convention on Biological Diversity (CBD)

2. Purpose

Environment and Climate Change Canada (ECCC) is seeking to offset greenhouse gas (GHG) emissions associated with the hosting and attendance of Part Two of the 15th meeting of the Conference of the Parties (COP 15) to the Convention on Biological Diversity (CBD) – also known as the UN Biodiversity Convention.

3. Background

The [UN Biodiversity Conference](#) (COP 15) convened governments from around the world in Montreal in early December 2022, under the Presidency of China, to agree to a new set of goals for nature over the next decade through the Convention on Biological Diversity [post-2020 framework](#) process.

Throughout the duration of the event, COP 15 generated direct and indirect GHG emissions, from three types of activities noted below. The information provided in terms of activities covered under each scope and the emissions associated with them are only for information purposes.

The activities reported in the GHG emissions inventory list include:

3.1 Scope 1:

- 3.1.1 Transportation associated with vehicles registered in the name of the Government of Canada (GoC) or leased by it.
- 3.1.2 Fixed combustion at Palais des Congrès.

3.2 Scope 2:

- 3.2.1 Electricity consumed at Palais des Congrès.

3.3 Scope 3:

- 3.3.1 Transport of equipment and participants by road
- 3.3.2 Air transportation for members of the Canadian Delegation and public servants (ECCC and RCMP).
- 3.3.3 Air transportation for members of foreign delegations and other international participants
- 3.3.4 Interregional transportation of participants by train (RCMP, ECCC and United Nations Security Staff).
- 3.3.5 Interregional transport of participants by train
- 3.3.6 Accommodation for participants from outside of Montreal
- 3.3.7 Broadcasting services

3.3.8 Residual materials being generated at Palais des Congrès (garbage, recyclables, and organics)

The **total calculated amount** of carbon emissions related to COP 15 activities is **6,547.86 tCO₂e**.

4. Terminology

- Environment and Climate Change Canada: ECCC
- Part Two of the 15th meeting of the Conference of the Parties: COP15
- Convention on Biological Diversity: CBD
- Greenhouse gas: GHG
- Carbon dioxide equivalent: CO₂e
- Tonnes: t

4.1 Definitions

- a) Carbon offset credits (variously referred to as “offsets” “carbon offsets”, or “offset credits” throughout this document) are transferrable instruments issued by governments or independent offset registries that represent GHG emission reductions or removals generated from activities that do not occur under a business-as-usual scenario and go beyond the legal requirements and current practices. Each offset credit represents one tonne of carbon dioxide equivalent (tCO₂e) reduced or removed from the atmosphere. Carbon offset credits can be generated by voluntary or compliance-based offset systems, where they can be exchanged between project developers, brokers, retailers, and purchasers. As such, carbon offset credits can be purchased to compensate for GHG emissions generated by or associated with an organization or an individual.
- b) Canadian’s Indigenous peoples and communities as defined in <https://www.rcaanc-cirnac.gc.ca/eng/1100100013785/1529102490303>

5. Objective

ECCC seeks to offset the GHG emissions generated during COP 15 with carbon credits that represent real, additional, quantifiable, verifiable, unique and permanent reductions or removals of GHG emissions. This offsetting is also part of the Government of Canada’s commitment to transition to net-zero carbon operations and protect biodiversity.¹ The Contractor(s) must retire offsets on behalf of ECCC to compensate for the emissions generated by COP 15.

Hosting COP15 resulted in a total of 6,547.86 tCO₂e equivalent (CO₂e)² emissions. This amount includes all emission sources noted in section 2 (Scope 1, 2 and 3). ECCC seeks to offset 6,547.86tCO₂e through the purchase and retirement of carbon offset credits.

This service must be completed by January 31, 2024.

6. Description of Work

6.1 The Contractor must source carbon offset credits that represent emission reductions and removals that are real, additional, quantified, verified, unique and permanent. Any carbon offsets purchased by a

¹ See the goals of the Federal Sustainable Development Strategy, <https://www.fds-sfdd.ca/en/goals>

² A carbon dioxide equivalent or CO₂ equivalent, abbreviated as CO₂e is a metric used to compare the emissions from various greenhouse gases based on their global-warming potential (GWP), by converting amounts of other gases to the equivalent amount of carbon dioxide with the same global warming potential.

Contractor must come from a domestic compliance-based system in British Columbia, Quebec, or Alberta.

6.2 The Contractor must retire³ carbon offset credits in the applicable compliance-based provincial carbon registry/registries and provide confirmation to ECCC, as described in Section 6.

6.3 The Contractor will not be responsible for calculating the GHG emissions generated by the activities to be offset. This calculation has been completed by ECCC using internal tools, and the amount was provided in section 3.

7. Deliverables

The Contractor must provide ECCC the following deliverables in electronic format:

7.1 The Contractor must retire the carbon offset credits on behalf of ECCC in a Canadian registry noted in section 6.1 by January 2024 at the latest.

7.2 The Contractor must submit a draft report (Word or PDF format) to ECCC within 30 days of retirement of the carbon offset credits, including the following information:

- a) Total amount of carbon offset credits (in tonnes of CO₂e);
- b) Proof of retirement (as provided by the relevant Canadian registry) that includes proof of retirement on behalf of ECCC);
- c) Breakdown of offset credits purchased and retired by offset system, offset protocol, offset project title, offset project ID, offset project proponent (i.e., the party who owns the offset project), vintage year, offset serial numbers, and price paid per offset credit;
- d) Breakdown of additional fees
- e) Average price per offset credit (as well as highest and lowest price) broken down by offset system;
- f) Total dollar value for the purchase.

ECCC will review and comment on all draft reports provided, as required. The Contractor must address all comments and submit a final version of the report within 10 business days of receipt from ECCC. All communication will go through the ECCC technical authority.

8. Reporting Requirements

The Contractor must submit a final report to ECCC within 30 days of the carbon offset credits being retired. The details of the necessary contents of the report are outlined above in Section 7.2. The Contractor must retire the carbon offset credits in a registry available online, and the unique serial number corresponding to the carbon offset credits must be sent to ECCC.

9. Contractor's Obligations

Unless otherwise specified, the Contractor must use its own equipment and software for the performance of this Statement of Work.

³ Terminology for "retiring" offset credits varies between compliance-based programs in Canada. For example, in Canada's GHG Offset System, credits used towards Greening Government commitments would be "voluntarily cancelled". For ease of reference, the term "retire" in this document is intended to reflect that offset credits purchased to offset emissions for the purposes of this SOW would be removed from circulation.



10. Location of the Work

The Work will be performed from the Contractor's facility. There is no travel requirement associated with the performance of the Work.

11. Accessibility

The Government of Canada strives to ensure that the goods and services it procures are inclusive by design and accessible by default, in accordance with the Accessible Canada Act, its associated regulations and standards, and Treasury Board Contracting Policy.

The following accessibility criteria and standards must form part of the Work:

- 11.1** All written reports must be created in a format that is accessible, as per the Accessibility, Accommodation, and Adaptive Computer Technology Program (AAACT) "How to create the accessible documents" guide Version 1.5.

12. Official Languages

The Bidder must be able to provide services and associated deliverables in French and/or English. The final report that must be submitted to ECCC upon retirement of carbon offsets can be delivered in the official language of the Contractor's choice.

13. Security

There are no security requirements associated with this requirement.

14. Sustainable Procurement Considerations

The Contractor should make an effort to ensure that their operations and performance of the work align with the Treasury Board [Policy on Green Procurement](#) and [Greening Government Strategy](#).

The Contractor must observe the following environment-friendly practices:

- 14.1 All correspondence and deliverables including (but not limited to) documents, reports and invoices are to be provided in electronic format.
- 14.2 All meetings are to take place in a virtual format, as no travel is required to perform the Work.
- 14.3 Single-use plastics must not be used in the deliverables and are to be avoided in the performance of the Work.



ANNEX "B"

BASIS OF PAYMENT

A – Deliverables

Item #	Name of Offset System / Protocol	Project Title	Project ID	Project Type	Project location (province)	Compliance-based system	Number of credits (A)	Unit price (per credit) (B)	Total price (tax excluded) (C)
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									
24									
25									
26									
27									
28									
29									
30									
TOTAL PRICE of carbon offset credits (D)									

Firm prices all included.



B – Fees and other expenses

The Bidder must indicate here any fees or other expenses not included in the costs associated with the carbon credits (see Annex B “Basis of Payment”, A – Deliverables).

	Description	Unit Price (E)	Quantity (F)	Total (taxes excluded) (G)
1				
2				
3				
4				
5				
6				
7				
TOTAL PRICE of fees and other expenses (H)				

Firm prices all included.



ANNEX "C" to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts to be paid by any of 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);