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Request for Proposal (RFP)**Demande de proposition (DDP)****Proposal To: Natural Resources Canada**

We hereby offer to sell to His Majesty the King in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

Proposition à: Ressources Naturelles Canada

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

Comments – Commentaires**Issuing Office – Bureau de distribution**

Natural Resources Canada / Ressources naturelles
Canada

Finance and Procurement Management Branch

580 Booth Street

Ottawa, ON

K1A 0E4

Title – Sujet Data needs assessment for offshore wind in Atlantic Canada.	
Solicitation No. – No de l’invitation NRCan- 5000073005	Date May 5, 2023
Requisition Reference No. - N° de la demande 176466	
Solicitation Closes – L’invitation prend fin at – à 2 p.m. (Eastern Standard Time (EST)) on – le May 24, 2023	
Address Enquiries to: - Adresse toutes questions à: Brenda.Harlow@NRCan-RNCan.gc.ca	
Telephone No. – No de telephone	
Destination – of Goods and Services: Destination – des biens et services: Natural Resources Canada 1 Haanel Drive - Building 5A 1-30 Ottawa, ON K1A 1M1	
Security – Sécurité THERE ARE NO SECURITY REQUIREMENTS ASSOCIATED WITH THIS REQUIREMENT.	
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l’entrepreneur Telephone No.:- No. de téléphone: Email – Courriel :	
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) <hr/>	
Signature	Date



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The Articles contained in this document are mandatory in their entirety, unless otherwise indicated. Acceptance of these Articles, in their entirety, as they appear in this document, is a Mandatory requirement of this RFP.

Suppliers submitting a proposal containing statements implying that their proposal is conditional on modification of these clauses or containing terms and conditions that purport to supersede these clauses or derogate from them will be considered non-responsive.

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

By signing its bid, the bidder confirms that they have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and certifies that:

1. The Bidder considers itself and its proposed resources able to meet all the mandatory requirements described in the bid solicitation;
2. This bid is valid for the period requested in the bid solicitation;
3. All the information provided in the bid is complete, true and accurate; and
4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.



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, and the Basis of Payment.

1.2 Summary

By means of the RFP, Natural Resources Canada (NRCan) is seeking proposals from bidders for:

- 1.2.1 The primary objective of this work is to identify all types of metocean data needed to enable offshore wind development in Atlantic Canada, and to recommend and specify appropriate measures to collect this data. The analysis should focus on regions in Nova Scotia and Newfoundland with greater likelihood of near-term offshore wind development, while keeping in mind future data needs for the broader Atlantic Canada region.
- 1.2.2 This bid solicitation allows bidders to use the CPC Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

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 fifteen (15) working days from receipt of the results of the bid solicitation process. The debriefing will be done in writing, by email.



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](#) (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

- **In the complete text content (except Section 1 and 3)**
Delete: Public Works and Government Services Canada” and “PWGSC”
Insert: “Natural Resources Canada.” and “NRCan”
- **At 02 Procurement Business Number:**
Delete: “Suppliers are required to”
Insert: “It is suggested that suppliers”
- **At 08 Transmission by facsimile or by Canada Post Corporation's (CPC) Connect service, article 1:**
Delete: in its entirety
- **At 08 Transmission by facsimile or by Canada Post Corporation's (CPC) Connect service, article 2a:**
Delete: : The only acceptable email address to use with CPC Connect for responses to bid solicitations issued by PWGSC headquarters is: tpsgc.pareceptiondessaoumissions-apbidReceiving.pwgsc@tpsgc-pwgsc.gc.ca. or, if applicable, the email address identified in the bid solicitation.
Insert: The only acceptable email address to use with CPC Connect for responses to bid solicitation issued by NRCan is: procurement-appvisionnement@NRCan-RNCan.gc.ca
- **At 08, Transmission by facsimile or by Canada Post Corporation's (CPC) Connect service, article 2b:**
Delete: “six business days”
Insert: “five business days”
- **At 20, Further information, article 2b:**
Delete: in its entirety

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

Bidders must submit all proposals using the Canada Post Canada (CPC) Connect service. Given the current constraints on NRCan's networks, the electronic mail system has a limit of 1GB per single message received and a limit of 20GB per conversation.

Bids must be submitted no later than the date and time indicated on page 1 of the bid solicitation.

Only bids submitted using CPC Connect service will be accepted.

At least five (5) business days before the bid solicitation closing date, it is necessary for the Bidder to send an email requesting to open CPC Connect conversation to the following address:

procurement-approvisionnement@NRCan-RNCan.gc.ca

Note 1: Bids will not be accepted if e-mailed directly to this address. This e-mail address is to be used to open CPC Connect conversation, as detailed in the Standard Instructions [2003 \(article 08, paragraph 2\)](#), or to send bids through CPC Connect message if the bidder is using its own licensing agreement for CPC Connect.

Note 2: Send as early as possible in order to ensure a response, Requests to open a CPC Connect conversation received after that time may not be answered.

IMPORTANT: It is requested that you write the bid solicitation number in "Subject" of the email:

NRCan-5000073005 – "Data needs assessment for offshore wind in Atlantic Canada."

NRCan will not assume responsibility for proposals directed to any other location.

The onus is on the Bidder to ensure that the bid is submitted correctly using CPC Connect service. Not complying with the instructions may result in NRCan's inability to ascertain reception date and/or to consider the bid prior to contract award. Therefore, NRCan reserves the right to reject any proposal not complying with these instructions.

Due to the nature of the bid solicitation, bids transmitted by email, mail or facsimile to NRCan 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 (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.



Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Applicable Laws

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

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

2.6 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least five (5) calendar 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

The Bidder must submit its bid electronically. Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The CPC Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

Canada requests that the Bidder submits its bid in separately saved documents as follows:

- Section I: Technical Bid
- Section II: Financial Bid
- Section III: Certifications

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through CPC Connect service, the wording of the electronic copy provided through CPC Connect service will have priority over the wording of the other copies.

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

- 1) Include all environmental certification(s) relevant to your organization (e.g., ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g., Forest Stewardship Council (FSC), ENERGYSTAR, etc.)

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 "Financial Bid Presentation Sheet " (in Appendix "B").

3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

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 evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

Mandatory and point rated technical, evaluation criteria are included in Appendix "A" – Evaluation Criteria.

4.2 Basis of Selection

4.2.1 Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 50 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 75 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 award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000 (45).



Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)				
	Bidder 1	Bidder 2	Bidder 3	
Overall Technical Score	115/135	89/135	92/135	
Bid Evaluated Price	\$55,000.00	\$50,000.00	\$45,000.00	
Calculations	Technical Merit Score	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	Pricing Score	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27$	$45/45 \times 30 = 30$
Combined Rating	84.18	73.15	77.70	
Overall Rating	1st	3rd	2nd	



PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

5.1.2 Additional Certifications Required with the Bid

5.1.2.2 Aboriginal Designation

Who is eligible?

- a. An Aboriginal business, which can be:
 - i. a band as defined by the Indian Act
 - ii. a sole proprietorship
 - iii. a limited company
 - iv. a co-operative
 - v. a partnership
 - vi. a not-for-profit organization

in which Aboriginal persons have at least 51 percent ownership and control,

OR

- b. A joint venture consisting of two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business(es), provided that the Aboriginal business(es) has at least 51 percent ownership and control of the joint venture.

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

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

Our Company is NOT an Aboriginal Firm

Our Company is an Aboriginal Firm, as identified above.



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.

- Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder or, in the case of a private company, the owners of the company.
- Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).
- Bidders bidding as partnerships do not need to provide lists of names.

Name of Bidder: _____

OR

Name of each member of the joint venture:

Member 1: _____

Member 2: _____

Member 3: _____

Member 4: _____

Identification of the administrators/owners/Board of Directors:

SURNAME	NAME	TITLE



5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

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

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

SACC Manual clause [A3005T](#) (2010-08-16) Status and Availability of Resources

5.2.3.2 Education and Experience

SACC Manual clause [A3010T](#) (2010-08-16) Education and Experience

5.2.3.3 Former Public servant

<p>Former Public Servants</p> <p>See the Article in Part 2 of the bid solicitation entitled Former Public Servant for a definition of "Former Public Servant".</p>	<p>Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"</p>
	<p>Is the Bidder a FPS who received a lump sum payment under the terms of the Work Force Adjustment Directive?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"</p>

SIGNATURE for CERTIFICATION

The Contractor certifies having read and understood the information included in the present document and acknowledges receipt.

Name

Date

Signature of Authorized Representative



PART 6 – SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

There are no security requirements associated with this procurement.



PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and the Contractor's technical bid entitled _____, dated _____. (*to be completed at contract award*)

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

[2035](#) (2022-12-01), General Conditions - Higher Complexity - Services, apply to and form part of the Contract. [If applicable, replace references to Public Works and Government Services Canada (PWGSC) with Natural Resources Canada (NRCan)]

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 June 1, 2024, inclusive.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Brenda Harlow
Title: Procurement Specialist
Natural Resources Canada
Procurement Services Unit
Address: 580 Booth Street, Ottawa, ON K1A 0E4
E-mail address: Brenda.Harlow@nrcan-rncan.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: _____ (*to be filled out at contract award*)
Title: _____



Organization: _____
 Address: _____
 Telephone: ____ - ____ - ____
 E-mail address: _____

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

7.5.3 Contractor's Representative (to be filled out at contract award)

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

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 Price

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

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

7.7.2 Method of Payment

Milestone Payments

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

- a. an accurate and complete claim for payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

7.8 Invoicing Instructions

Invoices shall be submitted using **the following method**:

E-mail:



Invoicing-Facturation@nrcan-rncan.gc.ca

Note: Attach "PDF" file. No other formats will be accepted

Invoices and all documents relating to a contract must be submitted on the Contractor's own form and shall bear the Contract number: _____ (to be filled out at contract award)

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

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

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), General Conditions - Higher Complexity - Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated _____, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award:*" as clarified on _____ " *or* " as amended on _____ " *and insert date(s) of clarification(s) or amendment(s)*) (to be filled out at contract award).

7.12 Foreign Nationals (Canadian Contractor **OR** Foreign Contractor)

(to be filled out at contract award)

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

OR

SACC Manual clause [A2001C](#) (2006-06-16) Foreign Nationals (Foreign Contractor)

7.13 Insurance - No Specific Requirement

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the



Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

7.14 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

SW.1.0 TITLE

Metocean Data Needs Assessment for Offshore Wind in Atlantic Canada

SW.2.0 BACKGROUND

Interest and support for offshore wind power in Atlantic Canada has grown considerably over recent years, and policymakers are increasingly recognizing that Canada has tremendous offshore wind resources that can contribute to its clean energy and climate objectives. The Impact Assessment Agency of Canada (IAAC) is undertaking Regional Assessments for offshore wind in both Nova Scotia and Newfoundland¹, and the Government of Nova Scotia has announced a target of 5 GW of offshore wind capacity by 2030².

To support the cost-effective and environmentally and socially responsible deployment of offshore wind power in Canada, an improved understanding of meteorological and ocean (metocean) conditions relevant to existing and emerging offshore wind technologies is required.

Various European countries, and more recently the United States, have conducted metocean data needs and gap assessments prior to deploying offshore wind in their respective jurisdictions, as a means of synthesizing existing relevant information and ensuring that future data collection could be carried out in an efficient and organized manner^{3,4}.

This work is focused specifically on the metocean characteristics of Atlantic Canada and the metocean data collection efforts necessary to support offshore wind development, with particular attention paid to conditions unique to Atlantic Canada, including considerations such as freezing spray, sea ice, wind/wave/ice interactions, thermal profiles, and extreme weather events. The work will also include additional considerations that may be relevant to the generation and storage of hydrogen produced by offshore wind plants.

SW.3.0 OBJECTIVES

The primary objective of this work is to identify all types of metocean data needed to enable offshore wind development in Atlantic Canada, and to recommend and specify appropriate measures to collect this data. The analysis should focus on regions in Nova Scotia and Newfoundland with greater likelihood of near-term offshore wind development, while keeping in mind future data needs for the broader Atlantic Canada region. Additional details on priority areas will be provided to the Contractor.

This work may be used to inform, or may be used in conjunction with:

- The design and execution of field measurement campaigns
- Numerical modelling efforts
- Other R&D and data collection efforts to overcome knowledge gaps related to the deployment of offshore wind in Atlantic Canada

¹ <https://iaac-aeic.gc.ca/050/evaluations/document/143465?culture=en-CA>

² <https://novascotia.ca/news/release/?id=20220920003>

³ AWS TruePower, "Metocean Data Needs Assessment for U.S. Offshore Wind Energy", 2015.
<https://www.osti.gov/biblio/1338823>

⁴ DNV GL, "Metocean Characterization Recommended Practices for U.S. Offshore Wind Energy", 2018.
<https://www.boem.gov/about-boem/metocean-recommended-practices>



SW.4.0 PROJECT REQUIREMENTS

SW.4.1 Tasks, Deliverables, Milestones and Schedule

Tasks/Activities	Deliverables/Milestones	Time Schedule
1. Project Kickoff & Work Planning	<p>The contractor must prepare and submit a draft work plan to the Project Authority, only if significant changes are requested by the Project Authority to the work plan submitted as part of the Bidder's proposal. The draft work plan should include the following elements:</p> <ul style="list-style-type: none"> a) Statement of understanding of the project's objective, scope, and deliverables b) Proposed approach. c) Project workplan and schedule <p>The Contractor must schedule a kick-off meeting by videoconference within ten (10) business days of contract award. The kickoff meeting agenda will include a discussion about the contractor's work plan, and project schedule. The Contractor must update the workplan and project schedule with any changes agreed to during the meeting and submit an updated work plan within five (5) business days following the kickoff meeting.</p>	Within ten (10) working days of contract award
2. Progress Meetings	<p>The Contractor must schedule regular progress meetings with the Project Authority for providing project updates and interim results.</p> <p>The Contractor must submit minutes of all meetings to the Project Authority within two (2) working days of the meeting for acceptance.</p>	Ongoing
3. Research, Analysis, Engagement	<p>The contractor will undertake independent research and analysis and will engage as necessary with industry (private companies, developers, associations), government (federal and provincial departments) and other stakeholders (e.g., academia, non-profit organizations)</p> <p>In doing so the contractor will be required to:</p> <ul style="list-style-type: none"> i. Develop a comprehensive summary table of metocean data required to support offshore wind in Atlantic Canada. Metocean phenomena and associated data parameters addressed in this study must include at a minimum: <ul style="list-style-type: none"> • Wind • Waves • Tides • Currents • Temperature • Pressure • Humidity • Solar radiation • Water levels • Ocean salinity • Sea ice • Icebergs • Freezing spray 	Ongoing



	<ul style="list-style-type: none"> • Precipitation • Extreme weather events <p>ii. Conduct a scan of existing relevant metocean data holdings, both measured and modelled, from publicly available sources as well as federal and provincial government holdings.</p> <p>iii. Conduct a gap analysis where existing data holdings are compared against required data for successful deployment of offshore wind.</p> <p>iv. Provide recommendations for collecting new metocean data as efficiently and accurately as possible within priority areas in Atlantic Canada identified by NRCan, including instrumentation, collection techniques and timelines.</p> <p>v. Identify data collection activities that should ideally be carried out in advance of a call for bids in a given ocean area, prioritized with respect to potential risk to offshore wind developers</p>	
4. Interim Review	The contractor will present a summary of research and engagement activities carried out to date for NRCan review in the form of a brief written report	September 1, 2023
5. Draft Report and Presentation	<p>The Contractor must prepare a draft report and draft presentation that include the results of the data needs assessment.</p> <p>The analysis must be thorough and provide preliminary recommendations.</p> <p>The contractor will provide these to the Project Authority for comment. The Project Authority will review and comment on the draft report and presentation within ten (10) business days or as agreed to.</p> <p>The Contractor must address the Project Authority's comments provided on the draft report and provide an amended report within four (4) weeks.</p>	February 1, 2024
6. Final Report	The Contractor must address the Project Authority's comments provided on the draft report and deliver a final report to the Project Authority.	March 1, 2024
7. Final Presentation	The Contractor must deliver a final presentation to the Project Authority that includes key findings and recommendations contained in the final report. This presentation must be provided within two (2) weeks after Project Authority approval of the final report and must be completed by videoconference.	March 15, 2024

SW.4.2 Reporting Requirements

The contractor may be asked to present their work at various points throughout the duration of the contract. All relevant documents and content must be sent electronically using Microsoft Applications or Adobe pdf formats to the Project Authority. On-line video conference meetings will occur as needed.



SW.4.3 Method and Source of Acceptance

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

SW.5.0 OTHER TERMS AND CONDITIONS OF THE SOW

SW.5.1 Contractor's Obligations

In addition to the obligations outlined in Section 4 of this Statement of Work, the Contractor shall:

- Submit all written reports in electronic format.
- Participate in regular video conferences with the Project Authority

SW.5.2 NRCan's Obligations

- Provide background information such as publications, reports, and studies, as required.
- Provide comments on draft reports within ten (10 working days)

SW.5.3 Location of Work, Work Site and Delivery Point

The work is expected to be completed at the contractor's place of business and upon completion will be delivered to the NRCan.

SW.5.4 Language of Work

All reports must be submitted in English. Correspondence with NRCan may be in the contractor's official language of choice.



ANNEX "B"

BASIS OF PAYMENT

(Will be completed at contract award)



APPENDIX “A” - EVALUATION CRITERIA

Bidders are advised to address these criteria in the following order and in sufficient depth in their proposals to enable a thorough assessment. NRCan’s assessment will be based solely on the information contained within the proposal. NRCan may confirm information or seek clarification from bidders.

Bidders are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the criteria will not be considered demonstrated for the purpose of this evaluation.

The Bidder should provide complete details as to where, when (month and year) and how (through which activities/ responsibilities) the stated qualifications/experience were obtained. Experience gained during formal education shall not be considered work experience. All criteria for work experience shall be obtained in a legitimate work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services.

Bidders are also advised that the month(s) of experience listed for a project whose time frame overlaps that of another referenced project will only be counted once. For example: project one time frame is July 2001 to December 2001; project two time frame is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.

1. Technical Criteria

1.1 Mandatory Evaluation Criteria

The Mandatory Criteria listed below will be evaluated on a simple pass/fail basis. Proposals which fail to meet the mandatory criteria will be deemed non-responsive.

Item	Mandatory Requirement	Compliant (Yes/No)	Reference to Bidder’s Proposal
M1	The Bidder MUST have minimum of two (2) projects within the last 10 years in conducting studies related to metocean data collection, synthesis, and assessment.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M2	The Bidder MUST have a minimum of three (3) years of experience in offshore wind energy systems and their interactions with the physical environment.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M3	The proposal MUST include a detailed work plan (addressing SW 4.1 – Task 3) for the entire study.	<input type="checkbox"/> Yes <input type="checkbox"/> No	

1.2 Evaluation of rated criteria

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

Proposals must achieve the stated minimum points required overall for the rated criteria to be assessed as responsive under the point rated technical criteria section; proposals not meeting the minimum required points will be deemed non-responsive.

Proposals will be evaluated based on the following criteria:



Criterion ID	Point Rated Technical Criteria	Maximum Points	Proposal Page #
R1	<p>The Bidders should demonstrate the following corporate activities they have implemented to promote anti-racism and diversity within their organisation:</p> <ul style="list-style-type: none"> a. The bidder has internally published policies or commitments on anti-racism and inclusiveness; b. The bidder has publicly available organisational commitments to a diverse workforce; c. The bidder's employees are mandated to take mandatory training on anti-racism d. The bidder's employees are mandated to take unconscious bias training; e. The bidder has developed internal staffing and/or recruitment strategy(ies) to increase representation of underrepresented groups in their workforce. <p>The bidder should provide details of the following activities.</p> <p>For activities described in a. and b. (policy and commitments), the bidder should provide copies of policy or commitment documents including their effective date.</p> <p>For activities described in c. and d. (training), the bidder should provide the name of the course and the service provider; if developed internally, a copy of the course outline.</p> <p>For activities described in e. (staffing), the bidder should provide copies of job posting, or other staffing/recruitment documents demonstrating compliance with the rated criteria.</p> <p>The bidder has fully described the activity and provided supporting documents as evidence and/or the bidder has provided information on the existence of the activity but does not provide sufficient detail or supporting documents. - 1 point for each activity.</p> <p>Bidder has demonstrated at least the existence of 4 out of 5 activities – 3 points Bidder has demonstrated at least 2 of the 5 activities - 2</p>	5	
R2	<p>Bidder's projects related to metocean data collection, synthesis, and assessment within the last ten (10) years (as related to M1)</p> <p>5 or more project: 25 points 4 projects: 20 points 3 projects: 15 points 2 projects: 10 points</p>	25	
R3	<p>Project Team Experience</p> <p>Points will be awarded for proposals that demonstrate that the project team has the resources and sufficient personnel capacity available to undertake the research and analysis</p>	20	



	<p>requirements identified in the Statement of Work. It also identifies how project team members' previous work experience relates to the content expectations of this study. The Bidder should identify the project team and indicate the years of experience of each member. Here years of experience can pertain to the requirements listed under M1 or M2.</p> <p>Points will be awarded as follows (up to a maximum of 20):</p> <ul style="list-style-type: none"> • 1 point per year of experience beyond 3 years per team member up to 5 years total experience • 2 points per year of experience beyond 5 years (6 or higher) per team member <p>Examples:</p> <ul style="list-style-type: none"> • 1 member with 10 years experience: $1*2 + 2*5 = 12$ • 1 member with 20 years: $1*2 + 2*15 = 20$ (maximum) • 2 members with 7 years each: $(1*2 + 2*2)*2 = 12$ • 1 member with 10 years and 2 members with 4 years: $12 + (1*1)*2 = 14$ • 3 members with 3 years each: $0*3 = 0$ 		
R4	<p>Detailed Workplan (M3):</p> <p>Points will be awarded for the overall quality and clarity of the bidder's workplan based on SW 4.1 – Task 3 (Research, Analysis, Engagement).</p>	25	
	Total Points Available:	75	
	Total Points needed to be Considered Compliant:	50	



APPENDIX “B” - FINANCIAL BID PRESENTATION SHEET

Firm Price Contract with Milestone

1. Firm Price - Milestone Payments

Bidder tendered all-inclusive firm price to perform the work is in Canadian funds, applicable taxes excluded. Any Travel and Living Expenses and other miscellaneous expenses must be included in the firm price.

The bidder must complete the schedule below indicating the firm proposed amounts for each step according to the indicated percentages:

Milestone #	Description of Milestone	Firm Price (Applicable Taxes Excluded)
1	20 % of total professional fees shall be payable following the kick-off meeting and after a final work plan has been submitted to the Project Authority (after Task 1) of <i>deliverable #1 as identified in the statement of work at Annex “A”</i> .	\$ _____
2	30 % of total professional fees shall be payable following the completion of Task 2 – Interim Review of <i>deliverable #2 as identified in the statement of work at Annex “A”</i> .	\$ _____
3	30 % of total professional fees shall be payable following the completion, delivery and acceptance of Task 3 – Draft Report and Presentation of <i>deliverable #3 as identified in the statement of work at Annex “A”</i> .	\$ _____
4	20% of total professional fees shall be payable following the completion, delivery and acceptance of Task 4 - Final Report and Presentation of <i>deliverable #4 as identified in the statement of work at Annex “A”</i> .	\$ _____
Total Firm Price for Financial Proposal Evaluation:		\$ _____