

# REQUEST FOR PROPOSALS

## Guidance Manual on Green Procurement



Government of Newfoundland and Labrador  
Office of Climate Change, Energy Efficiency and Emissions Trading

October 7, 2013

**REQUEST FOR PROPOSALS:  
Guide to Green Procurement**

**Table of Contents**

1.0	Contracting Agency .....	3
2.0	Background .....	3
3.0	Objective .....	3
4.0	Scope and Project Definition .....	3
5.0	Deliverables .....	5
6.0	Proposal Structure .....	5
7.0	Firm Pricing .....	7
8.0	Award of Contract .....	8
9.0	Project Schedule .....	8
10.0	Intellectual Property .....	8
11.0	File Format .....	9
12.0	Other Terms and Conditions .....	9
13.0	Proposal Evaluation.....	9
14.0	CCEEET Contact.....	9
15.0	Submission of Proposals .....	11
Annex A	.....	12
Annex B	.....	14

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## 1.0 Contracting Agency

For the purposes of this contract, the Government of Newfoundland and Labrador, Office of Climate Change, Energy Efficiency and Emissions Trading (CCEEET), will be the contracting agency.

## 2.0 Background

In 2011, the Government of Newfoundland and Labrador released *Charting Our Course: Climate Change Action Plan* in which it recognized that climate change was one of the greatest long-term challenges facing jurisdictions around the world. In 2011, government also released *Moving Forward: Energy Efficiency Action Plan*, with the objective of generating a major shift in the uptake of energy efficiency. These plans committed to “explore the potential to utilize the government’s procurement power to promote greater energy efficiency, lower GHG emissions and reduce waste”. These Action Plans complement other initiatives and strategies aimed at improving sustainability, promoting better use of resources and generating improved environmental outcomes, such as the Solid Waste Management Strategy and measures to improve our air and water quality. Sustained action by all sectors of the economy is required on these issues and the provincial government recognizes the importance of demonstrating leadership.

One of the areas in which governments can lead by example is procurement, by making decisions that are both environmentally sound and economically prudent. Determining how best to reflect environmental considerations into tender specifications or requests for proposal may not always be straightforward or obvious to those who have no experience or background in this area. Guidance is therefore needed to assist those responsible for the selection and acquisition of products and services to determine how best to take into account environmental considerations during the procurement process in both a clear and transparent manner.

In 2012-13, the Government of Newfoundland and Labrador purchased over \$2 billion in goods and services. By developing environmental guidelines to inform procurement processes, government aims to promote greater understanding and application of good practice and more consistency of approach.

## 3.0 Objective

To develop a manual that provides practical guidance and advice on how to incorporate environmental considerations into public procurement practices in a clear and transparent manner.

## 4.0 Scope and Project Definition

- 4.1 The consultant will develop a Guidance Manual. The Guidance Manual will include:
- a) The benefits of taking account of environmental considerations in the procurement processes and the implications for both the producer/supplier and the procurer.

- b) Mechanisms by which 'green' products can be identified or described including criteria against which the environmental attributes of products and services can be assessed, including life cycle costing.
- c) What environmental characteristics/technical specifications that should be considered for different categories of products and services, including any minimum standards (e.g. for toxic substances). The number and type of categories will be discussed and agreed with the Client.
- d) How to evaluate the sustainability claims of suppliers with respect to goods and services to be procured, and how to avoid/identify 'greenwashing'.
- e) Guidance on types of ecolabels and environmental certifications schemes/standards, what to look for, and how these should guide procurement.
- f) Clear definitions for all relevant terms/criteria (such as recycled content, energy savings, refurbishable, etc.).

#### 4.2 The Consultant must ensure that the Guidance Manual:

- a) Is written in an accessible way that does not assume any prior knowledge of environmental considerations.
- b) Takes account of regulatory requirements and the user needs of GNL employees responsible for procurement.
- c) Is user-friendly and accessible (e.g. including tips, diagrams, case studies, checklists and a glossary of terms).
- d) Is structured in a way that corresponds to the different steps in the procurement process in logical sequence (e.g. from designing a request for proposals to evaluating it) so that it is easy for the target audience to use.
- e) Covers all aspects of GNL's procurement processes, including sole sourcing, request for quotations, request for proposals, invitations to tender, and standing offers.
- f) Takes into account that the guide is intended to help transform markets and not create unintended distortions.
- g) Provides concrete guidance and practical steps on what can be done.

#### 4.3 The consultant will:

- a) Work closely with CCEEET and GPA in undertaking this work, with weekly teleconferences and a kick-off meeting.
- b) Conduct consultations with officials responsible for purchasing goods and services on behalf of the GNL to inform the guidance manual's development and to identify and develop an inventory of any green procurement practices already being used within the public sector (past and present).
- c) Consult key external stakeholders, such as industry groups and suppliers. The list of those to be consulted will be developed in consultation with the Client.
- d) Be aware of green procurement procedures, practices and guides employed by other jurisdictions in Canada so that good practices elsewhere can inform the development of this Guidance Manual.
- e) Hold four information sessions (lasting about 2 hours each) to roll out the guide to key staff and stakeholders on its completion.

## 5.0 Deliverables

This project will include four deliverables (with expected timelines elaborated below in Section 9):

1. Project Plan – The Consultant will develop a project plan for executing the work for agreement by the Client. The plan will outline the timing of key milestones (including delivery of draft materials), and will be discussed at a project kick-off meeting. The plan will be revised by the Consultant to reflect the Client's feedback within 5 working days.
2. Draft Guide – The Consultant will be required to deliver an acceptable draft version of the guide. Any editing requirements from the Client must be made.
3. Final Guide & PowerPoint Presentation – The Consultant will deliver the final Guide to the Client that incorporates the Client's feedback and addresses any remaining issues to the client's satisfaction. The Guide will be accompanied by a PowerPoint presentation that could be used for in-person presentations or webinars.
4. Delivery of Information Sharing Sessions – The consultant will be required to carry out four information sharing sessions on the Guide.

Any written, numerical or presentation-style material must be provided using Microsoft Office products. The Consultant will be required to verify web software packages with the Client to assess viewing capabilities.

## 6.0 Proposal Structure

Respondents to this RFP are requested to structure their proposals using the headings outlined in Table 3.

**Table 3: RFP Structure**

<b><i>Introduction</i></b>	This section should introduce and briefly explain the firm, its capabilities and its experience in handling an assignment of this nature.
<b><i>Understanding of the Issue</i></b>	This section should explain the Consultant's understanding and interpretation of the objectives and requirements of this project.
<b><i>Technical Proposal</i></b>	The technical proposal should include: <ul style="list-style-type: none"><li>• A listing and description of the major tasks to complete the work, using this RFP as a guide;</li><li>• A description of methods to be used;</li><li>• A listing of data and other sources to be used in the project; and</li><li>• A draft work plan.</li></ul>
<b><i>Management Proposal</i></b>	This management proposal should include: <ul style="list-style-type: none"><li>• A list of key project personnel to be used in the project, outlining</li></ul>

	<p>their roles and responsibilities;</p> <ul style="list-style-type: none"> <li>• A project schedule; and</li> <li>• A summary of any travel requirements required to complete the project. The Consultant will be required to participate in meetings in St. Johns, Newfoundland and Labrador to discuss the project outline, delivery strategy, and draft and final products.</li> </ul> <p>The Consultant will also be required to make regular oral reports to CCEEET on the progress of the work.</p>
<b>Cost Proposal</b>	<p>The cost proposal should include a table that summarizes costs by category. This may include, but is not to, items such as professional consulting fees, supplies and materials, travel, printing, etc. Travel costs must be specified in the proposal and will only be reimbursed for actual travel incurred.</p>
<b>Summary of Qualifications and Experience</b>	<p>This section should include a brief résumé of the qualifications and experience of the Consultant and of key project personnel as they relate to this RFP. It should clearly outline both corporate and individual experience in work of this nature.</p> <p>Corporate profiles and short-form résumés of key project personnel should be included as an appendix.</p>

## 6.1 General Conditions

This RFP is not subject to the *Public Tender Act*.

Verbal information or representations shall not be binding on CCEEET. Only written changes, alterations, modifications or clarifications are binding. In order to be valid all such changes, alterations, modifications or clarifications shall be issued in the form of addenda and all such addenda shall become a part of this RFP. All Addenda issued in relation to this RFP will be available on the Government Procurement website at [www.gpa.gov.nl.ca/availabletenders.stm](http://www.gpa.gov.nl.ca/availabletenders.stm) or by contacting the Government Purchasing Agency.

The proposal of the successful Consultant will form part of any resultant Contract Agreement by attachment and incorporation by reference. Claims made in the proposal will constitute contractual commitments on the part of the Consultant. Any provision in the proposal may be included in the resultant Contract as a direct provision thereof. The successful Consultant, as a condition of submitting its proposal, accepts a customized contract will be negotiated. The Government of Newfoundland and Labrador will not be responsible for any legal costs associated with contract development.

Any resultant Contract from this RFP shall be governed by the laws of the Province of Newfoundland and Labrador and shall be issued in the name of the successful Consultant exactly as that successful Consultant's personal or corporate name is stated in the RFP response document. Funds payable for materials delivered pursuant to any resultant Contract

shall be paid only to the Consultant who is so listed as party to any resultant Contract. Only legal registered names of Consultants are acceptable.

All documents and other records in the custody of or under the control of some or all of the Government or its representatives may be subject to the *Access to Information and Protection of Privacy Act SNL2002 cA-1.1*. Subject to the provisions of this Act and as required by law, all responses and other documents and other records submitted by a Consultant in connection with this RFP will be considered confidential, and financial and other proprietary information will not be disclosed.

The Proposal shall contain the signature, name and title of the person authorized to sign on behalf of the Consultant on the proposal submitted in response to this RFP.

The responsibility rests with the Consultant to submit a complete proposal, with proper and adequate detail to substantiate all aspects of its proposal. Incomplete proposals shall be deemed to be non-compliant. A complete proposal shall include but not be limited to:

- Legal name and status: The proposal shall state the correct legal name and legal status of the proposing entity and the correct mailing address.
- Consultant contact: The name, title, telephone and fax numbers, E-mail address and civic address of a representative who may be contacted for clarification or other matters relating to the proposal shall be provided.
- Content: The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The proposal shall not simply rephrase or restate the requirements, but rather shall provide convincing rationale to address how the Consultant intends to meet these requirements.

The successful Consultant must be licensed to conduct business in its own jurisdiction and may be required to produce a certificate of good standing for that jurisdiction.

All terms and conditions will apply to all subcontractors and the Consultant will be responsible for subcontractors' compliance. The Consultant will be responsible for all work done by the subcontractors. The Consultant will be responsible for all damages and will complete any work unfinished by the subcontractors.

## **7.0 Firm Pricing**

All prices quoted shall include Harmonized Sales Tax (HST), must be in Canadian currency, and shall remain firm until completion and no contract containing price escalations will be accepted.

All bids will be considered based on their own merits against the criteria set out in Section 6.1 of the RFP. All bidders should clearly detail their cost breakdown in their proposal and explain how these costs would deliver value and superior end products to the Client. The anticipated budget for this contract is in the range of \$65,000 - \$80,000, excluding HST and travel costs.

## 8.0 Award of Contract

The resulting contract will contain such reasonable terms as the Government of Newfoundland and Labrador may require.

The award of contract will be made by the CCEEET, based upon the results of the evaluation of submitted proposals. CCEEET will notify the successful Consultant in writing. Those that are not successful will receive written notification as soon as possible once the award of contract has been accepted and the negotiations have been concluded with the successful Consultant.

There will be an initial scoring of the written proposals. After this initial scoring of the written proposals, CCEEET reserves the right to eliminate weaker bids from contention and meet with only the two highest scoring bidders for further discussions. These meetings will inform final scoring and the selection of the successful bidder.

## 9.0 Project Schedule

The project schedule should assume an approximate starting date of November 18, 2013. The project must be completed as per Table 4.

**Table 4: Project Deliverable Dates**

Item No.	Deliverable	Estimated Due Date	Estimated Progress Payment to the Consultant*
1	Project Plan	December 2, 2013	10%
2	Acceptable Draft Guide	February 4, 2014	20%
3	Final Guide	February 18, 2014	50%
4	Delivery of Information Sessions	March 4, 2014	20%

\* The progress payments will be provided once CCEEET is satisfied with the deliverable, not when a draft is initially delivered by the Consultant. All work must be completed to the Client's satisfaction no later than March 31, 2014.

The Consultant will be reimbursed upon submission of a detailed invoice and as per the Project Schedule.

CCEEET may hold back up to 10% of the total project cost to ensure the final product meets the requirements specified in the RFP.

## 10.0 Intellectual Property

Any intellectual property that is developed as a result of this project, including all data, specifications, concept plans, designs, rationales, presentation materials, economic and technical reports and related information produced by the Consultants in completing this work



shall be vested with CCEEET. The Consultant shall deliver all files and documentation for this project to CCEEET upon its completion and shall securely destroy all files and documentation on hand. Consultants, by submitting a proposal in response, agree to waive any moral rights in and to such intellectual property.

### **11.0 File Format**

All written reports submitted under this agreement shall be provided in **Microsoft Office** and **pdf** format. Data tables shall be provided in **Microsoft Excel** format and the summary presentation shall be in **Microsoft PowerPoint** format.

### **12.0 Other Terms and Conditions**

Additional terms and conditions relating to this RFP are provided in Annexes A and B. Strict confidentiality is required for this project.

### **13.0 Proposal Evaluation**

CCEEET will evaluate all compliant proposals received. The lowest priced or highest ranking proposal may not necessarily be accepted. CCEEET reserves the right to reject all proposals and either cancel or re-issue if necessary.

The qualifications, commitment, related experience and knowledge of the project personnel will be key evaluation factors. The experience of the consulting team in undertaking assignments of this nature and magnitude will be a significant factor in proposal selection. The evaluation framework outlined in Table 3 will be used in the selection.

**Table 3: Selection Criteria**

<b>Item No.</b>	<b>Criteria</b>	<b>Weighting</b>
1	Understanding of Project	15%
2	Technical Proposal	30%
3	Management Proposal including project staff qualifications and work experience relevant to this project	30%
4	Cost Proposal	25%
	Total	100%

### **14.0 CCEEET Contact**

CCEEET will manage and administer the contract for this project. The CCEEET contact for this RFP is:

Andrea McKenna

Senior Policy Officer  
Office of Climate Change, Energy Efficiency and Emissions Trading  
Government of Newfoundland and Labrador  
Confederation Building, West Block, 5<sup>th</sup> Floor  
PO Box 8700, St. John's, NL  
A1B 4J6  
Phone: 709-729-3215  
Fax: 709-729-1119  
E-mail: [andreamckenna@gov.nl.ca](mailto:andreamckenna@gov.nl.ca)

## **15.0 Submission of Proposals**

Five (5) signed original proposals are required including a digital copy. Proposals may utilize an electronic signature for the five (5) original copies.

Proposals must be submitted to the following address by October 28, 2013 no later than 4:00 p.m.:

Government Purchasing Agency  
30 Strawberry Marsh Road  
St. John's, NL  
A1B 4R4

An electronic copy must also be submitted to [climatechange@gov.nl.ca](mailto:climatechange@gov.nl.ca) by October 28, 2013 no later than 4:00 PM (Newfoundland Time). Questions will be accepted until October 24, 2013. Proposals must be received in full prior to closing.

Facsimiles are not acceptable and will not be considered.

No extensions to the submission date will be considered

## **Annex A Additional Terms and Conditions**

### ***Acceptance of the Proposal***

CCEEET reserves the right not to accept any proposal. The RFP should not be construed as a contract to purchase services. CCEEET shall not be obligated in any manner until a written contract relating to an approved proposal has been duly executed. A standard Government of Newfoundland and Labrador contract template will be used.

### ***Proposal Revisions***

Proposal revisions must be received prior to the RFP submission/closing date and time. Otherwise they shall not be considered.

### ***Financing of Proposals***

All costs associated with the preparation and submission of proposals shall be the sole responsibility of the Consultant.

### ***Acceptance of RFP Conditions***

Receipt of proposal offer will be considered acceptance of the RFP terms and conditions by the Consultant, and will be incorporated in the Consultant's proposal.

### ***Subcontracting***

The use of subcontracted services must be identified in the written proposal. Prior written approval by CCEEET is required for the use of subcontracted services.

### ***Project Contact***

CCEEET will assign a project contact at the time the contract is awarded.

### ***Negotiation Delay***

If a written contract cannot be concluded within (15) fifteen days of notification to the successful Consultant, CCEEET may, at its sole discretion, terminate negotiations with that Consultant and either negotiate a contract with another Consultant of its choice or choose to terminate the RFP process and not enter into a contract with any of the Consultants.

***Media Interviews***

Under no circumstances will any employee or representative of the Consultant consent to or provide any media interviews respecting or touching the contract without specific written permission of CCEEET.

***Disclaimers/Limitations of Liability***

Neither acceptance of a proposal nor execution of a contract shall constitute approval of any activity that requires any approval, permit or license pursuant to any federal or provincial statute or regulation. It is the responsibility of the Consultant to obtain such prior to commencement of the services under the proposed contract.

***Other Purpose***

This document, or any portion thereof, may not be used for any purpose other than the submission of proposals.

End of Annex A.

**Annex B**  
**Protocols for Security of Government Information**  
**on Information Technology assets of Consultant**

The Consultant should confirm with CCEEET whether the Consultant will be required to use information technology resources, including computers, of the Government of Newfoundland and Labrador in the conduct of the work under the contract. The following requirements apply where the Consultant will not be using such assets, but will instead have access to confidential information (including personal information) (“Confidential Information”) received from the Government of Newfoundland and Labrador (“Government”) and will be storing, manipulating or accessing that Confidential Information on the Consultant’s own information technology resources.

- All portable storage devices or media (e.g., flash drives, memory sticks, portable hard drives, writeable compact discs or digital video discs, etc.) may only be used to transport and/or store Confidential Information where either the Confidential Information or the device or media is encrypted.
- Unless specifically separately authorized by the Consultant’s contract or otherwise, the Consultant is not permitted to attach non-government computers or other information technology systems to any Government network.
- Consultants are expected to implement and maintain up to date versions of all ordinary business software for the reasonable protection of information on computers attached to the Internet which will have access to or store Confidential Information, including security firewall and anti-viral software.
- Consultants are not permitted to use any Peer to Peer file sharing program (e.g., Limewire, etc) or chat program (e.g., MSN, Skype) on any information technology asset which will contain Confidential Information, or which will be connected via a network to any computer which will contain Confidential Information.
- Email should not be used as a method to transmit Confidential Information across public networks such as the Internet unless the e-mail and/or its attachments are encrypted or zipped in a secure manner.
- Where a Consultant will be granted access to the Government computer network during the course of the work, in addition to the requirements noted above, the Consultant shall not:
  - Share personal computer drives or folders on a computer accessing the network;
  - Access the network remotely, either through wired or wireless connections, except through the use of secure ID and virtual private network systems.

These requirements apply to the Consultant and all employees, servants and/or agents or permitted sub-Consultants of the Consultant, and it is the responsibility of the Consultant to ensure that all such employees, servants and/or agents or permitted sub-Consultants are aware of these restrictions and are in compliance herewith.

Annex B will form part of the Consultant’s contract.