

Saskatchewan



Ministry of Environment

Memorandum

From: Dustin Duncan
Minister of Environment

Date: November 30, 2018

Phone: 306-787-0393

File:

To: Colleen Young, Chair
Standing Committee on the Economy

Re: Follow Up Questions to November 26, 2018 Standing Committee on the Economy

Please find the responses below to the questions raised during the Ministry of Environment's appearance at the Standing Committee on the Economy on November 26, 2018.

Answer to Ms. Sproule re: Is it possible to get a list of the heavy emitters? (Hansard, page 658)

The list of emitters is enclosed.

Answer to Ms. Sproule re: In terms of the commissioned report that the University of Regina completed for your ministry, could you table the scope of the research and the terms of reference for that report? (Hansard, page 658)

The publicly tendered Request for Proposal is enclosed, along with the Scope of Work the University of Regina undertook once awarded the contract.

If you have any further questions on this matter, please feel free to contact myself or Lin Gallagher, Deputy Minister, Ministry of Environment at 306-787-2931.

Sincerely,

Dustin Duncan
Minister of Environment

Enclosures (3)

cc: Lin Gallagher, Deputy Minister, Ministry of Environment
David Brock, Assistant Deputy Minister, Ministry of Environment
Sharla Hordenchuk, Executive Director, Ministry of Environment

Regulated Facilities (GHG>25kt CO2e)			
Sector	Company	Facility Name	2016
010UOG Thermal	Husky	Bolney Thermal	519,790
010UOG Thermal	Husky	Pikes Peak South Thermal	283,737
010UOG Thermal	Husky	Rush Lake Thermal	241,348
010UOG Thermal	Husky	Pikes Peak Thermal	185,794
010UOG Thermal	Husky	Edam East Thermal	173,342
010UOG Thermal	CNRL	LloydHeavyThermal In-Situ Inject	133,987
010UOG Thermal	Husky	Paradise Hill Thermal	125,360
010UOG Thermal	Husky	Sandall Thermal	113,188
010UOG Thermal	Husky	Vawn Thermal	112,311
010UOG Thermal	BlackPearl	LloydHeavyThermal In-Situ Inject	99,966
010UOG Thermal	Baytex Energy	KindersleyHeavyThermal In-Situ Injection	60,251
010UOG Thermal	ConaEnergy	KindersleyHeavyMultiwell Proration Battery	56,311
010UOG Thermal	CNRL	LloydNonHeavyThermal In-Situe Battery	53,427
011UOG Non-thermal	Steel Reef	North Portal Sour Gas Plant	59,859
011UOG Non-thermal	White Cap	EstevanCrudeOilMultiwellProrationBattery	54,374
011UOG Non-thermal	Crescent Point	Viewfield Sour Gas Plant 13-05	50,767
011UOG Non-thermal	Crescent Point	Cantuar Oil MWB 15-15	25,564
012UOG Upgrading	Husky	Lloydminster Upgrader	1,226,558
020Petroleum Refineries	CCRL	Co-op Refinery Complex	1,739,093
030Potash Mining	Mosaic	Belle Plaine (Solution)	738,362
030Potash Mining	Mosaic	Esterhazy	162,044
030Potash Mining	Nutrien	Allan	111,938
030Potash Mining	Nutrien	Vanscoy	91,796
030Potash Mining	Nutrien	Rocanville	89,599
030Potash Mining	Nutrien	Lanigan	83,119
030Potash Mining	K+S	Legacy Potash Mine	70,000
030Potash Mining	Nutrien	Patience Lake (Solution)	62,880
030Potash Mining	Nutrien	Cory	57,229
030Potash Mining	Mosaic	Colonsay	34,529
031Uranium Mining	Cameco	Key Lake	38,731
031Uranium Mining	Orano	McClellan Lake	30,450
031Uranium Mining	Cameco	McArthur River	30,419
031Uranium Mining	Cameco	Rabbit Lake	28,756
032Other Mining	WestMoreLand	Beinfait Min-Char Plant	172,434
032Other Mining	WestMoreLand	Char	64,119
032Other Mining	WestMoreLand	Activated Carbon Plant	41,437
032Other Mining	WestMoreLand	Boundary Dam Mine	37,137
040Oilseed Processing	COPA	Cargill Limited	76,021
040Oilseed Processing	COPA	LDC	43,785
040Oilseed Processing	COPA	Richardson	43,370
040Oilseed Processing	COPA	Bunge	25,124
041Ethanol Manufacturing	Terra Grain	Terra Grain Fuels Inc	73,775
041Ethanol Manufacturing	Husky	Lloydminster Ethanol Plant	36,590
042Iron & Steel Mills	EVRAZ	EVRAZ- Regina Facilities	179,215
043Pulp Mills	M.L. Pulp	MeadowLakeMechanicalPulp	96,275
044Fertilizer Manufacturing	Yara	Yara Belle Plaine	704,160



SCHEDULE A Statement of Work

1. A Stochastic Dynamic Computable General Equilibrium integrated with Partial Equilibrium (SDGE-PE) Model will be developed for designing effective climate policies and analyzing their economic impacts. This model will include the product module, trade module, income and expenditure module, social welfare module, dynamic module, equilibrium module, and policy module.
2. A Saskatchewan energy model (SEM) will be developed based on the output of the DCGE-PE model to achieve sustainable development of energy, economic, and environmental systems. Five categories of technologies will be included in the model: (a) supply technologies, (b) electric conversion technologies, (c) process technologies, (d) demand technologies and (e) CO₂ sequestration technologies.
3. The SDGE-PE model database will be established to ensure that all documents, data and records be stored and managed effectively. In detail, the following materials will be organized and summarized, including Input-output tables of Saskatchewan and Canada, social accounting matrix and other static data, table of elasticity, table of policy scenarios and table of direct outputs.
4. The policy options for GHG-emission mitigation and adaptation strategies will be provided, involving various mitigation techniques and alternative policy mechanisms. Methods of post modeling analysis (PMA) will be used, so that applicability of the modeling results in practical situations will be enhanced.
5. Training activities will be held to improve the capabilities of decision makers in operating the developed SDGE-PE model and developing relevant climate change policies for Saskatchewan. Specific training programs are as follows: training for trainers, comprehensive training, and field Training.
6. A Technical Report Entitled "SDGE-PE model for development of Climate Change Regulations" will be produced to indicate the process of model development and guide the users to run the SDGE-PE model.
7. Application support Package of SDGE-PE model will be built to guide the government officers to understand the computational process and make best use of the developed model. The main materials included in the package are GAMS modeling system manual, codes for explaining different scenarios, and interactions between SDGE-PE model and other models.



Government of
Saskatchewan

Request for Proposal

Economic Modeling to Support the Development of Climate Change Regulations

Ministry of Environment

RFP Reference Number: ENV040216

Release Date: 8th Feb 2016

Closing Date: 19th Feb 2016

Closing Time: 2:00 p.m., Local Saskatchewan Time



TABLE OF CONTENTS

1.0	Introduction	Page 3
2.0	Project Summary.....	Page 3
3.0	Schedule of Events	Page 5
4.0	Proposal Submissions.....	Page 5
5.0	Inquiries.....	Page 7
6.0	Scope of Work.....	Page 8
7.0	Proposal Response Format.....	Page 9
8.0	Evaluation	Page 12
9.0	Contractual Agreement	Page 15
10.0	Terms and Conditions	Page 16

APPENDIX A - Quote Sheet

APPENDIX B - RFP Definitions



1.0 INTRODUCTION

The Ministry of Environment is seeking competitive proposals for developing a computable general equilibrium (CGE) model to analyze the economic impacts of specific climate policies and design effective greenhouse gas (GHG) policy frameworks.

Suppliers are invited to submit proposals for the provision of the required services in accordance with the terms, conditions and proposal response format as specified in this RFP.

The purpose of the RFP is to identify those suppliers capable of meeting the requirements in a feasible, economical and timely manner, and with whom a contract can be negotiated.

By responding to this RFP, each supplier thereby acknowledges that it has reviewed the process, terms, conditions and reserved rights contained in this RFP, and has voluntarily chosen to participate in this RFP subject to those procedures, terms, conditions and reserved rights.

2.0 PROJECT SUMMARY

2.1 BACKGROUND – The Government of Saskatchewan is committed to finding solutions to the environmental challenges facing our province. A CGE model will be used to contribute to the development of effective climate policies.

A CGE model can be used to indicate the likely magnitudes of policy-induced changes from future baselines, and for ranking alternative policy measures.

Since these numerical models are based on assumptions concerning the economic development (elasticities of substitution, technical change, or the magnitude of exogenous variables) arguments supporting assumptions will be instrumental to the selection of an appropriate model.

The selected CGE model will be used to understand linkages to key policy variables (e.g., carbon pricing, technology funds, and industry greenhouse gas abatement costs).

The intention is to obtain a cogent model that can inform general welfare impact of climate change policy and potential adjustments to policy instruments to meet provincial economic and environmental objectives.

A key concern is numerical simplicity to ensure that the successful model is analytically sound and conducive to defining effective policy options.



Successful applicants will be able to supply partial equilibrium analysis and/or structured equations to support the development of policy options for specific sectors that contribute to the overall economic framework.

Through this RFP, the supplier will design a consumer-friendly, practical, and cost-effective model to support the policy development.

- 2.2 PROJECT STRUCTURE** - The supplier will report to the Director (or designate) in the Climate Change Branch. The prime contractor will be responsible for management of all sub-contractors.
- 2.3 PROJECT DURATION** - The term of any resulting contractual agreement will be for a period not to exceed 12 months from contract commencement date.



3.0 SCHEDULE OF EVENTS

The following is a schedule of events which is subject to change. Dates for milestones after the closing date are provided as target dates only. Best efforts will be applied to meet these dates, however they may change. Where dates change, notice of those changes will be provided to all suppliers.

If it becomes necessary to revise any other part of this RFP, exclusive of the foregoing schedule of events, those revisions will be posted on the website (www.sasktenders.gov.sk.ca).

If revisions to any part of this RFP, exclusive of any changes to the foregoing schedule of events, are necessary after the closing date, short listed suppliers will then be notified and have an opportunity to refine, submit or resubmit their proposals.

RFP Release Date: 8th Feb 2016

Last Day for Receipt of Questions: 15th Feb 2016

RFP Closing Date and Time: 19th Feb 2016, 2:00 p.m., Local Saskatchewan Time

Tentative Interview/Presentation Date (for short-listed proposals):
22nd Feb 2016

Tentative Evaluation Completion Date: 25th Feb 2016

Tentative Supplier Selection and Negotiation: 29th Feb 2016

4.0 PROPOSAL SUBMISSIONS

Three (3) complete copies of your proposal (one of which must be unbound for photocopying), and one (1) digital copy of your proposal indicating the RFP reference number and closing date, are to be forwarded to:

Climate Change Branch
Attention: Scott Pittendrigh
4th Floor 3211 Albert Street Regina, SK S4S 5W6

By: 2:00 p.m. Local Saskatchewan Time, 19th Feb 2016



The time for closing of proposals will be determined by the time shown on the clock located in the Climate Change Branch area, 3211 Albert Street, Regina, Saskatchewan.

Proposals received after the closing time will not be considered, and will be returned.

Facsimile or e-mail proposals will not be accepted.

This procurement is being conducted under the terms of the New West Partnership Trade Agreement and the Agreement on Internal Trade.



5.0 INQUIRIES

5.1 Inquiries related to this Request for Proposal are to be directed, in writing, or by e-mail to:

Name: Scott Pittendrigh
Ministry: Environment
Address: 4th Floor, 3211 Albert Street Regina SK S4S 5W6
Tel: (306) 787 -6182
Fax: (306) 787-0024 | Email: scott.pittendrigh@gov.sk.ca

Suppliers are encouraged to contact the above-noted representative to obtain a clear understanding of the ministry's requirements, prior to completing proposals.

Contact with individual(s) other than listed may result in disqualification.

Suppliers must recognize that the detailed notes of meeting discussions will be taken and that any questions and answers that clarify or change the RFP requirements or that are process related will be shared with all suppliers.

Questions relating to this competition must be provided in writing and must be submitted by: 15th Feb 2016.

Questions that are proprietary to your solution will not be posted upon request.

Suppliers should make inquiries as early as possible and should not make assumptions regarding the nature of the requirements of the RFP. Suppliers who fail to raise issues and questions they may have during the RFP period do so at their own risk.

To ensure the equality of information among suppliers, answers to inquiries that are relevant to the quality of responses will be posted on the website (sasktenders.ca) without revealing the source of the inquiry. Verbal responses to any inquiry are not binding on either party.

Suppliers must recognize that certain proprietary information may not be released to anyone other than the successful supplier(s) for security reasons.



- 5.2 Suppliers are responsible for routinely checking the website (sasktenders.ca) for amendments and must adhere to any amendment requirements. No additional notification of amendments will be provided by the ministry.

Government Services assumes no responsibility or liability arising from information obtained in a means other than those prescribed in this RFP.

6.0 SCOPE OF WORK

As part of this service contract, the contractor will be responsible for the following:

Element 1 – Technical Support for Dynamic CGE Modeling and Advice on Partial Equilibrium Analysis

The contractor will provide a CGE model database that consists of:

1. Tables of transaction values or pricing:

These tables will be in the form of a database (e.g., presented as an input-output table and/or as a social accounting matrix). In either case, highlighting Saskatchewan major commodity producing sectors, and primary factors of production within national, continental and global markets.

- a) Tables of Elasticities: Energy demand usage, export demands and household and business demands due income change and related substitution effects. Although the use of standardized data-bases is expected, arguments to support their application to the project will be paramount.
- b) Consideration will be given to dynamic scoring features offered in modelling. Realism, efforts to calibrate the model, and comprehend the impact of policy choices will be given marked consideration.
- c) Stochastic features to incorporate variability in commodity price trends and changes in production cost curves for specific sectors will be considered an important feature of modeling.

2. Processes that include:

- a) Ensuring that it is organized in a transparent fashion and that data is easily manipulated and updated;
- b) Engaging in discussion about modelling results;
- c) Developing partial equations;



- d) Undertaking model modifications and extensions. This entails:
 - i) Making changes to model code;
 - ii) Modifying the model “built” data stream;
 - iii) Incorporating new international economic drivers;
- e) Identifying critical policy variables/factors for reducing GHG emissions (e.g., targets, carbon pricing, compliance mechanisms, offsets, transformative technologies, etc.); and
- f) Reflecting impacts of all major greenhouse gases.

Element 2 — Support on the Model Application for Assessing Climate Change Policy Proposals.

This will include:

1. Restructuring the model to generate new GHG commodities;
2. Preparing model code for a national carbon pricing system (e.g., cap-and-trade systems, regional carbon taxes systems); and
3. Analyzing modeling results under various technological change scenarios.

Element 3 — Technical Support for the “Canada Regional” CGE Modeling.

The contractor will undertake the following tasks:

1. Provide:
 - a) Set-up the model;
 - b) Provide test runs of the model; and
 - c) Interpret modeling results (i.e., help trace through the model results).
2. Undertake model modifications and extensions. This includes:
 - a) Making changes to model code;
 - b) Modifying the model “built” data stream;
 - c) Incorporating new international economic drivers;
 - d) Incorporating expansions of energy facilities and energy development in new regions;



- e) Restructuring the model to generate new GHG commodities under provincial circumstances;
- f) Preparing model code for isolating provincial circumstances;
- g) Providing technical support to assist the Climate Change Branch in setting-up and running the suite of computable general equilibrium model, extracting data, as well as updating the baselines;
- h) Providing advice on methodological issues related to result interpretation and model performance evaluation;
- i) Knowledge dissemination: the contractor will take lead authorship on analytical research papers of selected topic. The deliverables of this task could be published in academic journals; and
- j) On-site Training Workshops: the contractor will provide on-site training tutorials to the Climate Change Branch, including training workshops per contract/option year period.

Element 4 — Technical Support and Modification of the CGE Model Based on Other Canada-Wide Energy Models.

The use of other models to add credibility to the CGE results will be considered in the final decision.

6.1 Timeline of Deliverables

The following timetable is the preferable time frame of the Ministry for this project. The Ministry will accept proposals where the timeframe is within the limits of Section 2.3 of this RFP.

1. By the end of the second month of this project, deliverables should include: (a) Report of partial equilibrium analysis for Saskatchewan, (b) Tables of Elasticities for different users, and (c) Flowcharts of the CGE model structures and components.
2. By the end of the fourth month of this project, deliverables should include: (a) Impacts analysis report of all major greenhouse gases based on the CGE model results, and (b) Tables of transaction values or pricing.
3. By the end of the sixth month of this project, deliverables should include: (a) Full package of input-output data sheets, (b) Analysis report of the CGE modelling results under various technological



change scenarios, (c) Policy analysis report for national carbon pricing system and other climate change strategies.

6.2 Requirements of Deliverables

1. The model supplier should use well-recognized program (e.g. Excel, Access, etc.) to present the data and calculation in the CGE model.
2. The compiled raw code should be accessed, understood and editable by the Climate Change Branch staff.
3. The project tasks should not be contracted to the third party.
4. The coding description should be written in English.

6.3 Supplier Responsibilities

The supplier should submit a completed work packages with a detailed project plan. Other supporting materials are optional.

6.4 Ministry Responsibilities

The ministry will provide inputs as necessary and outlined in the submitted work packages.



7.0 PROPOSAL RESPONSE FORMAT

To ensure a proposal is considered for evaluation it should include all the information requested, and be presented, in the order described below.

Responses containing references to documents, manuals and/or websites in lieu of providing the requested information WILL result in the proposal being rejected.

7.1 Title Page

This first page should show the project title and RFP reference number, closing date and time. Included on this page should be the supplier's contact information as follows:

Legal company name:
Business Name Registration Number:
Company Address:
Contact name:
Contact phone number:
Contact fax number:
Contact e-mail address:

7.2 Table of Contents

A listing of the proposal contents with reference to the appropriate page number. Page numbering and tabs are beneficial.

7.3 Letter of Introduction

One page of introduction which should be dated and signed by an official authorized to negotiate, make commitments and provide clarifications with respect to the proposal on behalf of the supplier.

7.4 Acceptance of Terms and Conditions

Any deviations or exceptions to the terms and conditions in this RFP document should be fully described. Any proposal that contains conditions that are contrary to, or inconsistent with, the RFP document may be rejected at the discretion of the ministry.



7.4.1 Acceptance of Terms and conditions of the Request for Proposal

The contractor shall provide acceptance of the terms and conditions of the RFP as described in Section 10.0 of this RFP.

7.4.2 Acceptance of the Statement of Work

The contractor will provide acceptance of the Statement of Work in its entirety as outlined in the work packages.

7.5 Executive Summary

Provide a summary of the key features of your proposal.

7.6 Supplier Experience

Provide a brief introduction of your company including:

- length of time in business
- location of head office and any sub-offices
- experience in scientific research
- experience in market analysis
- experience in consultations
- experience in modeling development
- experience and knowledge of climate change and policy issues
- experience in program design and delivery
- any sub-contracting or partnership arrangements (outline the nature of the proposed involvement and the nature of the relationship).

Please Note: To validate the experience of the company and/or sub-contractor or partnership, short-listed suppliers may be required to provide, upon request, three (3) references (including contact name and telephone number).

7.7 Proposed Approach

Provide a detailed description of your proposed approach to meet the requirements as stated in Section 6.0 of this RFP.

The description should include your understanding of the project requirements as well as outline any alternatives, opportunities or innovations that may be beneficial to the project.



7.8 Project Management Plan

Provide a detailed project management plan that includes:

- the estimated start and end dates for each task or phase of the project (preferably through a gantt chart)
- an indication of the deliverables and milestone dates associated with each task or phase
- an indication of the resource allocation for each task or phase
- the method of project monitoring and reporting that will be provided
- an indication of the expectations and support required from the ministry
- include a risk management plan outlining potential risks and plans for mitigating the risks

7.9 Proposed Staffing Resources

7.9.1 For each proposed resource, provide the following information:

- Name, location and role of resource
- Provide *Curriculum Vitae* for the principal contractor and for senior project staff
- The *Curriculum Vitae* should include;
 - What **relevant** experience/expertise is provided to the project
 - Details as to where and when the stated experience was obtained
 - A summary of relevant assignment(s) and responsibilities for the past twenty four (24) months including an explanation on how the past projects are relevant to this project
 - An indication of the knowledge, education, qualifications and/or skill sets the resource possesses to deliver the required services
 - An indication of strengths the proposed resource will bring to the project

7.9.2 Include an estimated amount of person days each resource will spend on the project

7.9.3 Include a proposed succession plan to ensure an uninterrupted level of service throughout this project.

To validate the experience of the proposed resources, short-listed suppliers may be required to provide, upon request, three (3) references



(including contact name and telephone number) for each proposed resource.

7.10 Project Costs

Complete and sign the attached “Quote Sheet” (Appendix A) and include it with your proposal.

Please note: The ministry is a GST exempt entity. Therefore, it is the supplier’s responsibility to ensure the ministry is not charged GST. PST, if applicable, shall be included.

All prices quoted will be in Canadian Funds.

8.0 EVALUATION

Each proposal will be evaluated solely on its own content. There will be a four-stage evaluation of the proposals.

8.1 Stage 1 – Proposal Compliance

The first stage will consist of a review of the proposal to ensure that it is complete and that it complies with the instructions, requirements and terms and conditions of this RFP.

The term “requirement” (or similar term used in this RFP) is used for convenience only and is not intended to imply that any proposal that does not meet each such “requirement” will necessarily be disqualified. Instead, as part of the evaluation process, suppliers will be evaluated based on the extent to which, and how well, they are able to meet the “requirements” contained in this RFP.

A proposal will be considered NON-COMPLIANT by the Government of Saskatchewan, in its sole discretion, if it fails to comply with any major requirement or fails to provide sufficient detail necessary to evaluate the proposal against the requirements outlined in this document.

Proposals not considered compliant will be rejected at this stage and no further efforts will be applied to them by the evaluation team.



8.2 Stage 2 – Written Proposal

The second stage will consist of an evaluation of the written proposal to assess how the supplier meets the detailed project requirements as specified in the submitted work packages:

Requirement	Maximum Points
Supplier Eligibility (Section 7.6)	30
Proposed Approach (Section 7.7)	20
Project Management Plan (including staffing resources and risk management plan) (Section 7.8 and 7.9)	10
Project Costs (per Appendix A – Project Budget)	40
TOTAL POINTS	100

Points for the project costs will be completed by allocating the maximum points available to the lowest priced proposal. All other proposals will be pro-rated accordingly.

Generally, proposals that receive less than 50% of the total points will be rejected after stage two. If no proposals achieve the 50% minimum, the evaluation team will decide how many proposals will be short-listed.

Any proposal ranked at the lower-end of the scale in any of the criteria may be rejected.

8.3 Stage 3 - Interview/Presentation

	Maximum Points
Interview/Presentation	100

The third stage of the evaluation will be based upon an interview/presentation by the supplier. A maximum of 3 suppliers, those scoring the highest in the written evaluation, will be invited to participate. Interviews/presentations may be conducted through web or teleconferencing for those suppliers outside a 100km radius from the City of Regina.

Short-listed suppliers may be required to attend an interview or make a presentation to the evaluation team. The interview/presentation should be given by the resources directly involved in the performance of the required services and should include, at a minimum:

- the proposed approach
- the project management plan
- the role of staffing resources and the role of sub-contractors



The interview/presentation must be based on the contents of the supplier’s proposal and should further clarify the proposal. The supplier may not alter the content of their proposal during the interview/presentation or provide any additional material.

The evaluation team will ask questions about the contents of the proposal or presentation for clarification purposes. Clarifications made by the supplier during the interview/presentation will become part of the supplier's proposal and may be included in any contract negotiations.

8.4 Stage 4 – Competition Scores and Reference Checks

TOTAL COMPETITION SCORES

	Maximum Points
Stage 2 – Written Proposal	100
Stage 3 – Interview/Presentation	100
TOTAL MAXIMUM POINTS	200

In submitting a proposal, the supplier agrees that the decision of the evaluation team will be final. Suppliers acknowledge and understand that the evaluation team is not obligated to seek clarifications concerning proposals. Decisions to request clarifications or to conduct interviews/presentations are at the sole discretion of the evaluation team.

Recommendation of award will be based on best value. Best value will be determined by combining the scores of the written proposal, the interview/presentation and the reference checks.

The highest scoring proposal will be chosen as the preferred supplier.

The fourth stage of the evaluation will consist of completing reference checks for the preferred supplier and/or their proposed resources and sub-contractors (if applicable). The reference check will be graded as a pass/fail. If the preferred supplier fails the reference check, reference checks will be conducted on the second highest scoring proposal.

The ministry reserves the right to contact any of the supplier’s customers who the ministry believes may be able to provide information about the supplier that would be pertinent to this RFP.

The ministry reserves the right to conduct reference checks at any time during the RFP process.



9.0 CONTRACTUAL AGREEMENT

The ministry will negotiate a contractual agreement with the preferred supplier. If the ministry is unable to negotiate an acceptable contractual agreement with the preferred supplier, then the second preferred supplier may be selected and a formal written contractual agreement will be developed. In any case, the ministry, at any time and without liability, may withdraw from negotiations with any potential supplier.

**Signing of contract will be contingent on approval of 2016-17
Ministry of Environment appropriation.**



10.0 TERMS AND CONDITIONS FOR THE REQUEST FOR PROPOSAL

- 10.01** The ministry will not be responsible for any costs incurred by a supplier in preparing and submitting responses and/or attending interviews. The ministry accepts no liability of any kind to a supplier unless, and until, its response is accepted and a formal Agreement is negotiated.
- 10.02** Submission of a response shall not obligate, nor should it be construed as obligating the ministry to accept any such response or to proceed further with the project. The ministry may, in its sole discretion, elect not to proceed with the project, and may elect not to accept any or all responses for any reason.
- 10.03** The working language of the Province of Saskatchewan is English and all responses to this Request for Proposal must be in English.
- 10.04** At all times, the supplier has the responsibility to notify the ministry, in writing, of any ambiguity, divergence, error, omission, oversight or contradiction contained within the RFP document as it is discovered.
- 10.05** The ministry assumes no responsibility or liability arising from information obtained in a means other than those prescribed in this RFP.
- 10.06** Suppliers may amend or withdraw their submissions prior to the closing date and time specified in the RFP by way of written or faxed notice to the ministry. After the closing date and time, responses will be irrevocable.
- 10.07** Responses submitted shall be final and may not be altered by subsequent offerings, discussions, or commitments unless the supplier is requested to do so by the ministry.
- 10.08** The supplier must identify any information in its response which it considers to be confidential or proprietary. The Supplier acknowledges that the ministry is governed by the Freedom of Information and Protection of Privacy Act of Saskatchewan and that all materials in the possession of the ministry are subject to the access provisions of that Act.
- 10.09** There will not be a public opening. All responses and accompanying documentation received under this competition will become the property of the ministry and the individual ministry and will not be returned.
- 10.10** The ministry may, at its discretion, make certain changes and exceptions to the terms and conditions outlined in this document.
- 10.11** The Government of Saskatchewan has reserved the right to waive minor non-compliance by a supplier with the requirements of the RFP. This will allow the Government of Saskatchewan to consider and possibly accept any response which is advantageous to it even though the response may be non-compliant in some minor respect.



- 10.12** The ministry reserves the right to accept or reject, in whole or in part, any or all responses.
- 10.13** The ministry reserves the right to cancel and/or re-issue this RFP at any time for any reason without penalty.
- 10.14** Prices quoted are to be held firm for a minimum of 120 days following the RFP closing date, and shall remain in effect through the duration of the Agreement.
- 10.15** The ministry shall, at the request of a supplier who responded to this RFP, conduct a debriefing after the awarding of the Agreement, to any suppliers, for the purpose of providing suppliers with feedback on their response.
- 10.16** The supplier's proposal shall form part of the contractual agreement by attachment and will be incorporated by reference. Claims made in the proposal shall constitute contractual warranties. Any provision in the proposal may be included in the contractual agreement as direct provision thereof.
- 10.17** Governing Law – This RFP and any Agreement resulting from this Request for Response are governed by the laws of the Province of Saskatchewan.
- 10.18** No increase in the total liability of the Client, resulting from any changes, will be authorized or paid to the supplier unless such changes have been negotiated and approved by the Client prior to their incorporation in this agreement.
- 10.19** The successful supplier shall provide the client with any required Certificates of Insurance prior to the commencement of any contractual agreement if so requested.
- 10.20** The ministry may conduct facility visitations to further determine the supplier's ability to perform the required Services.
- 10.21** The resulting contractual agreement may contain a provision whereby the client will hold back a portion of the total contract price or require the provision of some other form of performance assurance until the requirements of the contractual agreement have been met.
- 10.22** The ministry reserves the right to split this order among several suppliers.
- 10.23** The Government of Saskatchewan reserves the right to secure evidence to its satisfaction that any supplier is able to provide the required services. For the purpose of evaluating proposals, representatives of the Saskatchewan Government may interview key personnel, conduct a survey of the suppliers' facilities, technical abilities, applicable licensing, references, including other governments, legal capacity and financial status, to determine if they would be adequate for the proper performance of the required services. Suppliers agree to make their facilities available for this purpose.



Provisions to be incorporated in any subsequent Agreement (list is not inclusive):

- 11.0** All work produced under the agreement will be the property of the Government of Saskatchewan.
- 11.1** The supplier shall not undertake an assignment that actually or potentially creates a conflict of interest with the provision of the services without disclosing the conflict of interest or potential conflict of interest to the client and obtaining the client written consent to undertake such assignment
- 11.2** The supplier shall not assign or otherwise transfer its rights, duties, and/or obligations under the agreement, except with the prior written consent of the client, which consent shall not be unreasonably withheld; any assignment or transfer without such consent shall be void and of no effect. The client, however, shall at all times be entitled to assign or transfer its rights, duties, and/or obligations under the contractual agreement to another agency of the Province of Saskatchewan, by giving written notice to, and without the consent of, the successful supplier.
- 11.3** The client may, at any time, terminate the agreement without cause or reason by giving at least 30 days written notice specifying the effective date of termination.
- 11.4** If either party, to any resulting contractual agreement, shall at any time neglect, fail or refuse to perform any of its obligations under the contractual agreement (the "defaulting party"), the other party may serve on the defaulting party notice of intention to terminate the contractual agreement specifying the defaults and requiring the defaulting party to remedy all defaults within 30 days after the date of serving such notice. If the defaulting party has not remedied all the defaults specified in the notice within such 30 days, the other party may, at its option, terminate the contractual agreement by giving written notice of termination to the defaulting party.
- 11.5** If, prior to the completion of its obligations under the agreement, the successful supplier becomes bankrupt or insolvent or takes the benefit of any statute now or hereafter in force relating to bankrupt or insolvent debtors, or a receiving order is made against the supplier or the supplier makes an assignment for the general benefit of its creditors, or an order is made or a resolution passed for the winding-up of the supplier, or a receiver or liquidator of the supplier's business or property is appointed, the client shall have the right to immediately terminate the agreement by



giving written notice of termination to the supplier.

- 11.6** Should a supplier's performance be deemed unacceptable, the client, in conjunction with the Government of Saskatchewan, reserves the right to cancel any contractual agreement(s) executed under this response, without liability, within 30 days written notice.
- 11.7** The client may immediately terminate the agreement by written notice to the successful supplier if the supplier, its contractors, agents, officers or employees breach any of the confidentiality provisions of the agreement.
- 11.8** In the event of the termination of the agreement, any liability of the Government of Saskatchewan pursuant to the contractual agreement or arising from such termination shall be limited to payment by the client of any amounts payable in accordance with the agreement for services provided to the date of termination.
- 11.9** All work shall be subject to inspection by the client prior to acceptance. Should the work be defective in materials or workmanship or otherwise not be in accordance with the requirements of the agreement, the client shall have the right to reject the work or to require its correction. Inspection by the client shall not relieve the supplier from responsibility for defects or other failure to meet the requirements of the contractual agreement. The supplier agrees to accept and be bound by the client's interpretation of the meaning of the work.
- 11.10** The successful supplier agrees to obtain and maintain in force all approvals, licenses and permits and abide by government health and labour regulations that are necessary to lawfully provide the services under the agreement.
- 11.11** The supplier will protect, indemnify and save harmless the client from and against any and all costs, losses, damages, claims, demands, judgments, suits, actions or liabilities of any nature and kind which result from, relate to or arise out of the actions or omissions of the supplier, his servants, agents, sub-contractors in performing the services under the agreement.
- 11.12** The successful supplier shall take reasonable and proper care of any Government property while such property is in the possession of the supplier or subject to its control and the supplier shall be responsible for any loss or damage, ordinary wear and tear expected, resulting from its failure to do so.



- 11.13** If either party is delayed, hindered or prevented from the performance of any of its obligations under the agreement (hereinafter referred to as the 'delay') by reason of fire, flood, explosion, acts of God, war, revolution, civil disturbance, embargoes, or other cause beyond the reasonable control of the party affected (not including labour stoppage, lack of funds, or the financial conditions of the party) such performance shall be excused for the period of the delay and any period within which such performance is to be effected shall be extended by the period of the delay. A party shall not be entitled to relief under this section unless it makes all reasonable efforts to prevent, work around or otherwise mitigate the effects of the delay and has given written notice of the delay to the other party within five business days after the commencement of the delay.
- 11.14** Any delay, neglect or forbearance by a party in enforcing against the other party any term, condition or obligation of the agreement shall not constitute a waiver of such or in any way prejudice any rights or remedies of that party. Any waiver of any term, condition or obligation of the contractual agreement must be in writing to be effective and shall apply only to the extent set forth in writing.
- 11.15** The successful supplier is an independent contractor and not the servant, employee or agent of the client.
- 11.16** The successful supplier shall require that its contractors, employees and agents, when on the client's premises, comply with all security and safety rules and regulations applicable to the premises.
- 11.17** The successful supplier agrees to pay all debts and liabilities that it incurs in performing its obligations under the agreement, including the liability to pay its employees the wages to which they are entitled according to law.
- 11.18** No payment shall be made to the supplier unless and until invoices, time reports, receipts and all other documents prescribed by the client are submitted in accordance with the terms of the agreement or instructions of the Government of Saskatchewan.
- 11.19** Payments will be made within 30 days after receipt of invoice. The Government of Saskatchewan does not pay fees or interest on overdue accounts until 45 days past due.
- 11.20** Payment by the client, under or pursuant to the agreement, will be subject to an appropriation being made by the Legislature of the Province of Saskatchewan for the services to be provided under the agreement in the fiscal year of the client in which the liability to pay arises.



- 11.21** The successful supplier may, for the purposes of marketing, disclose the client's name and a general description of the services provided to the Government of Saskatchewan pursuant to the agreement but shall not indicate in any way that the Government of Saskatchewan endorses the supplier's services.
- 11.22** The successful supplier may be required to register with the Corporate Registry – Information Services Corporation (ISC), in order to conduct business in Saskatchewan. For out of province suppliers, registration is dependent on the work performed, the time length of the project, and the operation time in the province of Saskatchewan. For further information suppliers can contact the Corporate Registry, Information Services Corporation (ISC).
- 11.23** The successful supplier shall obtain, prior to commencing the services, and maintain in force during the term of the agreement comprehensive general liability insurance covering bodily injury, including death, and property damage in an amount of not less than \$2,000,000 per occurrence.
- 11.24** The successful supplier will be required to maintain a minimum of \$1,000,000 professional liability (errors and omissions) insurance.
- All such policies shall be with insurers licensed to do business in Saskatchewan. If and whenever requested by the client, the supplier shall provide to the client proof of such insurance.
- 11.25** The successful supplier may be required to register with the Saskatchewan Workers' Compensation Board (WCB). For out of province suppliers, the type of coverage is dependent on the work performed and the length of time in the Province of Saskatchewan. If WCB coverage is required, the supplier must maintain WCB coverage for the term of the Agreement. If this status is changed at any point throughout the term of the Agreement, the supplier has the obligation to notify the client of this change within 5 business days. Failure to notify within 5 business days may result in the client withholding payment. For further information suppliers can contact the Saskatchewan Workers Compensation Board.
- 11.26** The supplier agrees that it will not use any employee or agent to provide services who has a criminal record, except with the prior written approval of the client. If the supplier becomes aware that one of its employees, agents, or an employee of a subcontractor is convicted of a criminal offence at any time during the term of the agreement, the supplier shall notify the client within 10 business days of the date the supplier becomes



aware of the details of the situation, including the particulars of the criminal conviction. The client may then, at its sole discretion, require the supplier to replace such employee, agent, or third party with another employee, agent, or third party suitable to the client.

- 11.27** When requested by the client, the supplier will provide a written criminal record check verifying within 10 business days of the request that its' employees or agents providing services have no criminal record.
- 11.28** Time shall be of the essence of the agreement.
- 11.29** In this section "Proprietary Technology" means software, inventions, concepts, templates, development tools, methodologies, processes, techniques or other proprietary material or information.
- (a) Under the agreement, each party will retain all its rights in any Proprietary Technology that it owned or developed prior to the effective date of the agreement and, in the case of the supplier, acquires or develops thereafter other than in connection with the agreement or the performance of the services under the agreement.
 - (b) Any enhancements, improvements or changes developed or made to Proprietary Technology of either party in performing the services shall be owned by the owner of the Proprietary Technology to which those enhancements, improvements or changes were developed or made.
- 11.30** Subject to the rights of the successful supplier or third parties as provided for in the agreement, upon payment for services all right, title and interest in and to all deliverables, including copyright or other intellectual property rights therein, resulting from such services shall vest in and be the exclusive property of the client. The supplier waives all moral rights that it, its employees or agents may have with respect to such deliverables and shall ensure that its employees and agents have waived any such moral rights.
- 11.31** Either party will be free to retain and use as it sees fit the expertise, ideas and know-how which are developed or acquired in the course of performing the services.
- 11.32** All computer or other databases, including information, media and documentation relating thereto, provided or made accessible to the successful supplier by the client or developed by the supplier for the client



pursuant to or in connection with the agreement, shall be and remain the exclusive property of the client.

Confidentiality

- a) All information, documents, data, software and other client information, including passwords, Personal Information within the meaning of *The Freedom of Information and Protection of Privacy Act*, and Personal Health Information within the meaning of *The Health Information Protection Act*, whether in paper, electronic or other form and shared orally, visually or electronically, (the “Client’s Materials”) which is provided to or obtained by the supplier or its contractors, agents, officers or employees in the course of performing the agreement shall be treated and maintained by the supplier as confidential and shall not be disclosed except with the prior written consent of the client.
- b) While client materials are located at the client’s premises the supplier shall safeguard the client materials in accordance with the client’s information security policies and practices applicable to the client premises. Client materials shall only be removed from the client’s premises if and to the extent necessary to perform the services and only with the prior knowledge of the client. The supplier shall safeguard client materials that are removed from the client’s offices in the same manner and to the same extent that it safeguards confidential documents, data and information of its own, or in such manner and to such extent as the client may otherwise require.
- c) The supplier shall use client materials only for the purpose of providing the services. The supplier shall only divulge client materials to those of its officers and employees who require such for the performance of this agreement. The supplier shall ensure that such officers and employees are aware of and comply with the provisions of this section.
- d) The supplier will not, without the prior written consent of the client, process, store or transmit personal information which may be present in the client’s materials in or to a country other than Canada.
- e) If to provide the services the supplier must disclose or make accessible any client materials to a third party, the supplier shall, before doing so obtain from the third party a written agreement in favour of the supplier and the client, in a form satisfactory to the client,



under which the third party agrees to be bound by the obligations contained in this section, applicable to the supplier.

- f)** The supplier agrees to permit the client to have access to the supplier's premises, records and employees at any reasonable time to perform reviews and audits that the client considers advisable to ensure that the supplier is meeting the requirements of this section. The supplier further agrees to provide its full co-operation for the purposes of such reviews and audits. Officers and employees of the supplier, its contractors and agents will be subject to the same electronic monitoring as government employees while on the client's premises.
- g)** The supplier will immediately report to the client:
- i)** if the supplier or an affiliated company of the supplier is served with an order, demand, warrant or any other document purporting to compel the production of any of the client's materials, including an order made pursuant to the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT); and
 - ii)** if the supplier knows of or suspects that:
 - (I)** there has been a breach of a provision of this section, or
 - (II)** that the confidentiality of the client's materials has been compromised;
- h)** The supplier shall return to the client all client materials, except to the extent that the client agrees in writing to the destruction by the supplier of any of the client materials in which case the supplier shall confirm in writing to the client that such client materials have been destroyed:
- (a)** when they are no longer required by the supplier to provide services; and
 - (b)** as soon as possible but not later than 15 days of the date of termination or expiration of the agreement.
- i)** The provisions of this section shall not prevent either party from disclosing any documents, data or information as necessary to comply with any applicable statute or other law requiring such disclosure, including for the provision of legal services.



- j) This section shall survive the expiration or termination of this agreement.

11.33 The successful supplier shall indemnify and save harmless the Government of Saskatchewan from and against all actions, claims, demands, proceedings, damages, costs, charges and expenses arising from or incurred by reason of any actual or alleged infringement of any copyright, patent, trademark, trade secret or other industrial or intellectual property right arising from the use or possession of any deliverable, or any part thereof, subject to the following conditions:

- (a) the client shall promptly notify the supplier in writing of any alleged infringement of which the client receives notice;
- (b) the client must make no admissions without the supplier's consent and, at the client's request, shall allow the supplier, at its expense, to conduct and settle all negotiations and litigation and will give the supplier all reasonable assistance with respect thereto;
- (c) the supplier provided the deliverable, or the part or component thereof, which it is alleged has caused the infringement; and
- (d) the alleged infringement was not caused by the Government of Saskatchewan's modification of the deliverable, or its combination, operation or use with other software, equipment or technology not supplied by the supplier.

11.34 In the event that a deliverable, or any part thereof, is held to constitute an infringement and the use thereof is enjoined, the supplier shall, at its expense, either:

- (a) procure for the Government of Saskatchewan the right to continue using the deliverable or infringing parts;
- (b) replace the deliverable or infringing parts with a non-infringing product or parts; or
- (c) modify the deliverable or infringing parts to the client's satisfaction so that they become non-infringing.

11.35 The successful supplier shall not, with respect to any programs, documents, data, information and other material that are the property of the Government of Saskatchewan:



- (a) copy or duplicate them except to the extent that it is necessary for the performance of the services or for back-up purposes;
- (b) use or deal with them except as required for the performance of the services;
- (c) provide or make them accessible to its contractors, officers, employees or agents except as required for the performance of the services; or
- (d) subject to clause (c), provide or make them accessible to anyone without the prior written consent of the Government of Saskatchewan.



APPENDIX A - QUOTE SHEET

COMPANY NAME: _____

ADDRESS: _____

ITEMS (Please provide a breakdown of the proposed budget associated with your proposal)	COST
<ul style="list-style-type: none"> • Hourly rates for resources • Travel • Accommodations • Office expenses • Other (please list) 	
TOTAL COST	\$

Name (*Please Print*) of Authorized Company Official

Signature of Authorized Company Official

Telephone Number



APPENDIX B – DEFINITIONS

Throughout this RFP, the following definitions apply:

“Agreement” means the written contract between the preferred supplier and Her Majesty to provide the services contemplated by this RFP.

“Agreement on Internal Trade (AIT)” means the Agreement between the Federal, Provincial and Territorial governments to reduce trade barriers within Canada. The Agreement is to reduce and eliminate public sector procurement barriers within Canada for goods valued over \$25,000 and for services valued over \$100,000.

“Business Hours” (unless otherwise stated) means 8:00 a.m. to 5:00 p.m. Local Saskatchewan Time, Monday to Friday (excluding statutory holidays).

“Client” (referring to ministry) means Her Majesty the Queen in the right of the Province of Saskatchewan, as represented by the ministry of Environment.

“Desirable” “should” means requirements that may have a degree of importance to be objectives of this RFP and may be rated.

“Entity” refers to the Government of Saskatchewan, the province or ministry’s are used for administrative purposes and mean ***Her Majesty the Queen in Right of the Province of Saskatchewan, as represented by the Minister of Environment.***

“Evaluation Team” means the individuals who will evaluate the proposals on behalf of the Government of Saskatchewan.

“GST” means Goods and Services Tax (currently at 5%).

“Mandatory” “shall”, “must”, and “will” means requirements that are imperative and must be met in order for the proposal to receive consideration.

“Non-Compliant” means the proposal fails to provide sufficient detail necessary to evaluate the proposal against the mandatory requirements outlined in this RFP document.

“Optional” “may” “might” or “could” means requirements that might be rated.



”**PST**” means Saskatchewan Provincial Sales Tax (currently 5%).

”**Preferred Supplier**” means the supplier who has been selected through the competition, but with whom a contractual agreement has not been signed.

”**Proposal**” means the document submitted by a supplier in response to the RFP.

”**Purchasing Branch**” means the Purchasing Branch under the Purchasing Act.

”**Rated**” ”**should**” means requirements that will be evaluated in accordance with the evaluation criteria and assigned points.

”**RFP**” means Request for Proposal.

”**Saskatchewan Time**” means Local Saskatchewan Time as verified by the time clock located at the Go Green Work area, 3211 Albert Street, Regina, Saskatchewan.

”**Services**” means the functions, duties, tasks and responsibilities to be provided by the supplier as described in this RFP.

”**Government Services**” means Ministry of Government Services.

”**Successful Supplier**” means the organization responding to this RFP who is determined to be successful in this competition and has signed a contractual agreement.

”**Supplier**” means an individual or a company that submits, or intends to submit, a proposal in response to this Request for Proposal.