



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving - PWGSC / Réception des
soumissions - TPSGC
11 Laurier St. / 11, rue Laurier
Place du Portage , Phase III
Core 0A1 / Noyau 0A1
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

Request for a Standing Offer
Demande d'offre à commandes

Regional Individual Standing Offer (RISO)
Offre à commandes individuelle et régionale
(OCIR)

Canada, as represented by the Minister of Public Works
and Government Services Canada, hereby requests a
Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux
Publics et Services Gouvernementaux Canada, autorise
par la présente, une offre à commandes au nom des
utilisateurs identifiés énumérés ci-après.

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution
Science Procurement Directorate/
Direction de l'acquisition de travaux
scientifiques
11C1, Phase III
Place du Portage
11 Laurier St. / 11, rue Laurier
Gatineau, Québec K1A 0S5

Title-Sujet Residential Expertise for the Sustainable Building Environment	
Solicitation No. - N° de l'invitation 23229-129462/B	Date 2015-07-28
Client Reference No. - N° de référence du client 23229-129462	
GETS Reference No. - N° de référence de SEAG PW-15-00694359	
File No. - N° de dossier 066ss.23229-129460	CCC No./N° CC - FMS NO. / N° VME
Solicitation Closes - L'invitation prend fin at - à 2:00 PM on - le 2015-09-16	Time Zone Fuseau horaire Eastern Daylight Time EDT
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Heather Wilson	Buyer Id - Id de l'acheteur 066ss
Telephone No. - N° de téléphone 819-956-1354	Email Address: Heather.Wilson@tpsgc-pwgsc.gc.ca
Destination of Goods, Services and Construction: Destinations des biens, services et construction : Specified Herein Précisé dans les présentes	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions : See Herein

Instructions : voir aux présentes

Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de telephone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

This request for standing offers (RFSO) cancels and supersedes the previous RFSO number 23229-129462/A for the following Area of Expertise; Category 42: Active Solar Thermal Systems – System Performance Analysis and Ratings for Solar Thermal Equipment (formerly, Performance Ratings for Solar Thermal Equipment), dated 2013-08-21 with a closing date of 2013-10-15 at 14:00 Eastern Daylight Time (EDT).

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Introduction
2. Summary
3. Estimated Utilization
4. Debriefings

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Offers
3. Former Public Servants
4. Enquiries - Request for Standing Offers
5. Applicable Laws
6. Basis for Canada's Ownership of Intellectual Property
7. List of Proposed Subcontractors

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions
Section I: Technical Offer
Section II: Financial Offer
Section III: Certifications

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

1. Certifications Required with the Offer
2. Certification Precedent to Issuance of a Standing Offer and Additional Information

PART 6 - FINANCIAL REQUIREMENTS

1. Financial Capability

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer
2. Standard Clauses & Conditions
3. General Conditions
4. Term of Standing Offer
5. Authorities
6. Proactive Disclosure of Contracts with Former Public Servants
7. Identified Users
8. Call-Up Procedures
9. Call-up Instrument
10. Limitation of Call-ups
11. Financial Limitation
12. Priority of Documents
13. Specified Personnel
14. Certifications
15. Applicable Laws

B. RESULTING CONTRACT CLAUSES

1. Statement of Requirement
2. Standard Clauses and Conditions
3. Term of Contract
4. Proactive Disclosure of Contracts with Former Public Servants
5. Payment
6. Invoicing Instructions
7. Insurance

List of Annexes:

- Annex A Statement of Requirement
 Appendix 1 to Annex A List of Proposed Individuals
- Annex B Basis of Payment

List of Attachments:

- Attachment 1 Financial Offer Presentation Sheet

PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
 - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Requirement and the Basis of Payment.

The Attachments include the Financial Offer Presentation Sheet.

2. Summary

- i. Natural Resources Canada (NRCan) has a requirement for up to (3) Standing Offers for the following Area of Expertise; Category 42: Active Solar Thermal Systems – System Performance Analysis and Ratings for Solar Thermal Equipment (formerly, Performance Ratings for Solar Thermal Equipment), as no offers were received under this category under RFSO number 23229-129462/A, dated 2013-08-21 with a closing of 2013-10-15 at 14:00 Eastern Daylight Time (EDT).
- ii. Services are required from the date of authorization to use the Standing Offer to May 6, 2017. Canada may authorize the use of the Standing Offer beyond its initial period, for four (4) additional one (1) year periods. Should Canada authorize the use of the Standing Offer beyond its initial period, the rates will be calculated in accordance with the Consumer Price Index specified herein.
- iii. For services requirements, Offerors must provide the required information as detailed in article 2.3 of Part 2 of the Request for Standing Offers (RFSO), in order to comply with Treasury Board policies and directives on contracts awarded to former public servants.
- iv. The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).
- v. The requirement is for Energy Research and Development (GSIN: AG614500) which is excluded from the application of the North American Free Trade Agreement (NAFTA) as per [Annex](#)

1001.1b-2, Class A (Research and Development), AND the World Trade Organization - Agreement on Government Procurement (WTO-AGP) under Appendix 1, Annex 4.

3. Estimated Utilization

The estimated usage for the area of expertise is \$258,000.00 (Applicable Taxes extra) for the initial period ending May 6, 2017.

The responsive offers with the three (3) lowest firm all-inclusive hourly rates under the area will share the estimated usage of \$258,000.00 (Applicable Taxes extra) for the area of expertise for the initial period ending May 6, 2017 in accordance with the following:

- (a) the lowest price offer will share 50% of the estimated total cost for the area of expertise (\$129,000.00 for the initial period of the SO ending May 6, 2017);
- (b) the 2nd lowest price offer will share 30% of the estimated total cost for the area of expertise (\$77,400.00 for the initial period of the SO ending May 6, 2017); and
- (c) the 3rd lowest price offer will share 20% of the estimated total cost for the area of expertise (\$51,600.00 for the initial period of the SO ending May 6, 2017).

In the event that only two offerors are deemed responsive:

The two (2) lowest firm all-inclusive hourly rates under the area of expertise will share the estimated usage of \$258,000.00 (Applicable Taxes extra) for the area of expertise for the initial period of the Standing Offer ending May 6, 2017, in accordance with the following:

- (a) the lowest rate will share 60% of the estimated total cost for the area of expertise (\$154,800.00 for the initial period of the SO ending May 6, 2017); and
- (b) the 2nd lowest rate will share 40% of the estimated total cost for the area of expertise (\$103,200.00 for the initial period of the SO ending May 6, 2017).

In the event that only one offeror is deemed response under the area of expertise it will be allocated 100% of the estimated total cost per area of expertise (\$258,000.00 for the initial period of the SO ending May 6, 2017).

The same usage as mentioned above will apply to any extension period exercised.

The level of service specified herein is only an approximation of requirements given in good faith.

The Work will be allocated in accordance with article 8.1, "Allocation of Work", under Part 7 of the Standing Offer Resulting Contract Clauses.

4. Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within fifteen (15) working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) 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>) issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2015-07-03) *Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements*, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, *Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements*, is amended as follows:

Delete: sixty (60) days
Insert: one hundred and twenty (120) days

2. Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile or electronic mail to PWGSC will not be accepted.

3. Former Public Servants (FPS)

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 FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror 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 offer 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 Offeror a FPS in receipt of a pension? **YES () NO ()**

If so, the Offeror must provide the following information, for all FPS 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, Offerors agree that the successful Offeror'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: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES () NO ()**

If so, the Offeror 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.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

4. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors 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 offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

5. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.

6. Basis for Canada's Ownership of Intellectual Property

The Department of Natural Resources Canada (NRCan) has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds: the main purpose of the resulting call-up, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.

7. List of Proposed Subcontractors

If the offer includes the use of subcontractors, the Offeror agrees, upon request from the Standing Offer Authority, to provide a list of all subcontractors including a description of the things to be purchased, a description of the work to be performed and the location of the performance of that work. The list should not include the purchase of off-the-shelf items, software and such standard articles and materials as are ordinarily produced by manufacturers in the normal course of business, or the provision of such incidental services as might ordinarily be subcontracted in performing the Work.

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

Canada requests that offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (six (6) hard copies)
Section II: Financial Offer (two (2) hard copies)
Section III: Certifications (one (1) copy)

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

Canada requests that Offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

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* (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Offerors should:

- 1) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Offer

In their technical offer, Offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Offer

ALL INFORMATION RELATED IN ANY WAY TO PRICE IS TO APPEAR ONLY IN THE FINANCIAL OFFER.

Offerors must submit their financial offer in accordance with the following:

A firm all-inclusive hourly rate for the area of expertise for the initial period of the Standing Offer ending May 6, 2017. The rates for the subsequent four (4) one (1) year possible extension periods would be adjusted in accordance with the consumer price index (refer to Part 7 Resulting Standing Offer, article 4.3 Consumer Price Index (CPI)).

The total amount of Applicable Taxes must be shown separately.

No travel and living expenses will be paid for services provided within the National Capital Region (NCR). Further, Canada will not accept any travel and living expenses for travel between the contractor's place of business and the NCR. All of these costs are to be included in the firm all inclusive labour rates requested above.

The information should be provided in accordance with the "Financial Offer Presentation Sheet" in Attachment 1.

Solicitation No. - N° de l'invitation
23229-129462/B
Client Ref. No. - N° de réf. du client
23229-129462

Amd. No. - N° de la modif.
File No. - N° du dossier
066ss.23229-129462

Buyer ID - Id de l'acheteur
066ss
CCC No./N° CCC - FMS No./N° VME

1.1 Exchange Rate Fluctuation

C3010T (2014-11-27) Exchange Rate Fluctuation Risk Mitigation

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

The Offeror must comply with the following Mandatory Technical Requirement and provide the necessary documentation to support compliance.

Any offer which fails to meet the following Mandatory Technical Requirement will be declared non-responsive.

Except where expressly provided otherwise, the experience described in the bid must be the experience of one or more of the following:

- 1. the Offeror itself (which includes the experience of any companies that formed the Offeror by way of a merger but does not include any experience acquired through a purchase of assets or an assignment of contract); or
- 2. the Offeror's affiliates (i.e. parent, subsidiary or sister corporations, maximum of 2), provided the Offeror identifies and demonstrates the transfer of know-how, the use of toolsets and the use of key personnel from the affiliate for the applicable criterion; or
- 3. the Offeror's subcontractors (maximum of 2), provided the Offeror includes a copy of the teaming agreements and identifies the roles and responsibilities of all parties under the agreement and how their work will be integrated.

The experience of the Offeror's suppliers will not be considered.

In the event that the Offeror fails to submit any supporting information pursuant to **M1** below, the Contracting Authority may request it thereafter in writing, including after the closing date of the bid solicitation. It is mandatory that the Offeror provide the missing information within three (3) business days of the written request or within such longer period as specified by the Contracting Authority in the notice to the Offeror.

- M1** The Offeror must demonstrate, for each of the proposed resources(s), that they have a minimum of three (3) years of experience within the last ten (10) years, (measured back from date of RFSSO closing) related to the Area of Expertise (AE) identified herein for which an offer is being submitted.

To demonstrate the years of experience, the Offeror must identify the period of actual work performed in the Area of Expertise (i.e. from month/year to month/year).

1.1.2 Mandatory Financial Criteria

At RFSO closing, the Offeror must comply with the following Mandatory Financial Requirements and provide the necessary documentation to support compliance.

Any offer which fails to meet any of the following Mandatory Financial Requirements will be declared non-responsive.

MF1 The Offer must submit one and only one firm all-inclusive hourly rate for the area of expertise being offered, for the initial period of the Standing Offer ending May 6, 2017, Applicable Taxes extra.

1.1.3 Point Rated Technical Criteria

Total Overall Points Available for each Expert under the Area of Expertise (AE): 92 points
Minimum Overall Points Required for each Expert to Pass: 64 points

For those Technical Offers that meet all the Mandatory Requirements, each individual submitted under the area of expertise will be evaluated and scored separately in accordance with the following evaluation criteria.

Marks are assigned to each individual and marks of more than one individual cannot be combined.

For a complete "Overview" and "Description of Tasks" for the area of expertise, reference is made to Part 7, "STANDING OFFER AND RESULTING CONTRACT CLAUSES", at "ANNEX "A", STATEMENT OF REQUIREMENT".

1.1.3.1(a) Point Rated Criteria – Proposed Individual(s) Experience Exceeding Those Identified Under M1 above.

Each of the proposed individual(s) that exceed the related Area of Expertise (AE) years of experience identified under M1 above, will be scored. The Offeror will identify the individual's highest number of years of experience (measured back from the date of RFSO closing).

To demonstrate the years of experience, the offeror should identify the period of actual work performed in the Area of Expertise (i.e. From month/year to month/year).

A score of one (1) point to a maximum of seven (7) points for every year that exceeds M1.

1.1.3.1(b) Point Rated Criteria for Membership and Affiliations Related to the AE.

For each of the proposed individual(s), the Offeror will identify the memberships and affiliations related to the AE.

The membership should be clearly specific to the AE; general memberships to associations whose role is not linked to the AE do not count.

Proposed individual(s) involved in multiple sub-committees or working groups (e.g. ASHRAE technical committees, Canadian Code Commission working-groups) can count involvement in each sub-group as a separate membership or affiliation.

Each membership or affiliation will be scored one (1) point to a maximum of five (5) points.

1.1.3.1(c) Point Rated Criteria – Quantitative Assessment for the AE

For the AE, a quantitative evaluation of experience for each individual(s) proposed, will be carried out as described in the Quantitative requirements table for the AE below.

General Context – Solar Thermal

Category 42: Active Solar Thermal Systems – System Performance Analysis and Ratings for Solar Thermal Equipment

Quantitative Scoring

A quantitative evaluation of experience will be carried out as described in the chart below. The individual should demonstrate that they meet the requirements by providing relevant example projects from their experience.

- **Each example project will score points only where all of the information requested in the table below is provided.**
- **If any of the requested information is missing in the example project provided, the project score will be “0” points.**
- **If more than the five (5) requested example projects are provided, only the first five (5) example projects received in ascending order will be evaluated. The Offeror should number the example projects from 1 to 5.**

Category 42 : Quantitative Requirements Table

Area	Experience	Maximum Points Available
42	<p>Using relevant example projects, demonstrate experience in SDHW performance rating research and TRNSYS simulation.</p> <p>For each example project, provide the following information:</p> <ul style="list-style-type: none"> • Project (or Activity) Title • Client Organization • Year Completed • Overall Project Description (2 lines) • Your Relevant Project Contribution (2 lines) • Project Result(s) (2 lines) • Value of Project (in \$CAD) <p>List up to five (5) example projects (or activities) relevant to TRNSYS performance simulation and ratings of solar thermal equipment. Ten (10) points will be awarded for each relevant example project (or activity) if all information requested above has been provided.</p>	50
Total		50

1.1.3.1(d) Point Rated Criteria – Qualitative Assessment for the AE

For the AE, the Offeror is to select one (1) of the five (5) example projects provided in the responses under the Quantitative Assessment for the AE. In 250 words or less, provide a detailed description of the project's significance, methodology, and outcomes, as well as the individuals' role in the initiatives, identifying how the project meets relevant components of the task requirements of the AE (refer to Category 42 of Annex "A", SOR).

The detailed description will be scored according to the following rubric:

30 points: Project is relevant to the AE. It makes a significant contribution to industry's advancement in this area. A significant contribution to industry's advancement is defined as a technology that is an advance on the highest level of development for current commercially available products or service. Methodology is logical and the outcomes are described. Individual led or played a significant leading role in the project. Description inspires confidence that future efforts will be successful.

25 points: Project is relevant to the AE. Methodology is logical and outcomes are described. Individual led or played a significant role in project. Based on the value of the project (minimum of \$ 50,000.00 CAD, applicable taxes included) and its successful outcomes, the description inspires confidence that future efforts will be successful.

20 points: Project is relevant to the AE. Methodology is logical and outcomes are described. Individual led or played a significant role in project.

0 points: Project is not relevant to AE. Methodology and outcomes are not described or limited details are provided. The role of the individual is unclear or insignificant in project.

Maximum points available: 30

Minimum points required to pass: 20

2. Basis of Selection

To be considered responsive, an offer must:

- (a) meet all of the Mandatory Requirements of the bid solicitation;
- (b) achieve at least the minimum pass mark of 20 points under the point-rated criterion at article 1.1.3.1(d) Point Rated Criteria – Qualitative Assessment; and
- (c) achieve at least the minimum overall pass mark of 64 points under the point-rated criteria for each individual. Marks of one individual cannot be combined with those of another.

Offers not meeting (a) or (b) or (c) above will be given no further consideration. Subject to the Offeror's compliance with the *Certifications required with the Offer and the Certifications Precedent to Issuance of a Standing Offer* contained in Part 5, for the area of expertise, it will be recommended to authorize the use of three lowest priced responsive offers shared in accordance with the "**ESTIMATED UTILIZATION**", clause of this RFSO. In the event of a tie, the Offeror with the highest technical score will be recommended. In the event of a second tie, the proposed resource with the most years experience identified under M1 will be recommended.

ATTACHMENT 1

FINANCIAL OFFER PRESENTATION SHEET

The Offeror must submit one and only one firm all-inclusive hourly rate for the area of expertise for the initial period of the Standing Offer ending May 6, 2017, Applicable Taxes are extra.

- 1.1** The rates for the subsequent four (4) one (1) year possible extension periods will be adjusted in accordance with the consumer price index (refer to Part 4, Consumer Price Index (CPI)).

CATEGORY OF EXPERTS		Firm all-inclusive hourly rate for the initial period of the Standing Offer ending May 6, 2017
ACTIVE SOLAR THERMAL SYSTEMS		
42	System Performance Analysis and Ratings for Solar Thermal Equipment	\$

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

1. Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Offeror must provide with its offer, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

2. Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror 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 provided will render the offer non-responsive.

2.1 Integrity Provisions – List of Names

Offerors who are incorporated, including those submitting offers as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Offeror.

Offerors submitting offers as sole proprietorship, as well as those submitting offers as a joint venture, must provide the name of the owner(s).

Offerors submitting offers as societies, firms or partnerships do not need to provide lists of names.

2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada-Labour's](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the “[FCP Limited Eligibility to Bid](#)” list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

2.3 Status and Availability of Resources

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability. Failure to comply with the request may result in the offer being declared non-responsive.

2.4 Education – Proposed Resource(s)

The Offeror certifies that the proposed resource(s) has (have) successfully obtained, at a minimum, a high school diploma. Canada reserves the right to request copies of documents pertaining to the level of education achieved.

2.5 Certification

By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

PART 6 - FINANCIAL REQUIREMENTS

1. SACC Manual Clause M9033T (2011-05-16) Financial Capability

1. **Financial Capability Requirement:** The Offeror must have the financial capability to fulfill this requirement. To determine the Offeror's financial capability, the Standing Offer Authority may, by written notice to the Offeror, require the submission of some or all of the financial information detailed below during the evaluation of offers. The Offeror must provide the following information to the Standing Offer Authority within fifteen (15) working days of the request or as specified by the Standing Offer Authority in the notice:
2.
 - a. **Audited financial statements**, if available, or the unaudited financial statements (prepared by the Offeror's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Offeror's last three fiscal years, or for the years that the Offeror has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).
 - b. If the date of the financial statements in (a) above is more than five months before the date of the request for information by the Standing Offer Authority, the Offeror must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Standing Offer Authority requests this information.
 - c. If the Offeror has not been in business for at least one full fiscal year, the following must be provided:
 - i. the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and
 - ii. the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Standing Offer Authority requests this information.
 - d. A certification from the Chief Financial Officer or an authorized signing officer of the Offeror that the financial information provided is complete and accurate.
 - e. A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Offeror outlining the total of lines of credit granted to the Offeror and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Standing Offer Authority requests this information.
3. **If the Offeror is a joint venture**, the financial information required by the Standing Offer Authority must be provided by each member of the joint venture.
4. **If the Offeror is a subsidiary of another company**, then any financial information in 1. (a) to (e) above required by the Standing Offer Authority must be provided by the ultimate parent company. Provision of parent company financial information does not satisfy the requirement for the provision of the financial information of the Offeror, and the financial capability of a parent cannot be substituted for the financial capability of the Offeror itself unless an agreement by the parent company to sign a Parental Guarantee, as drawn up by Public Works and Government Services Canada (PWGSC), is provided with the required information.
5. **Financial Information Already Provided to PWGSC:** The Offeror is not required to resubmit any financial information requested by the Standing Offer Authority that is already on file at PWGSC with the Contract Cost Analysis, Audit and Policy Directorate of the Policy, Risk, Integrity and Strategic Management Sector, provided that within the above-noted time frame:

- a. the Offeror identifies to the Standing Offer Authority in writing the specific information that is on file and the requirement for which this information was provided; and
 - b. the Offeror authorizes the use of the information for this requirement. It is the Offeror's responsibility to confirm with the Standing Offer Authority that this information is still on file with PWGSC.
6. **Other Information:** Canada reserves the right to request from the Offeror any other information that Canada requires to conduct a complete financial capability assessment of the Offeror.
7. **Confidentiality:** If the Offeror provides the information required above to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as permitted by the [Access to Information Act](#), R.S., 1985, c. A-1, Section 20(1) (b) and (c).
8. **Security:** In determining the Offeror's financial capability to fulfill this requirement, Canada may consider any security the Offeror is capable of providing, at the Offeror's sole expense (for example, an irrevocable letter of credit from a registered financial institution drawn in favour of Canada, a performance guarantee from a third party or some other form of security, as determined by Canada).

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

1.1 The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex "A".

2. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the *Standard Acquisition clauses and Conditions Manual* (<http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) Issued by Public Works and Government Services Canada.

3. General Conditions

2005 (2015-07-03) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

3.1 Periodic Usage Reports - Standing Offer

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in article 3.2 below. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

The data must be submitted on a semi-annual basis to the Standing Offer Authority.

The semi-annual reporting periods are defined as follows:

- 1st period: January 1 to June 30; and
- 2nd period: July 1 to December 31.

The data must be submitted to the Standing Offer Authority no later than ten (10) calendar days after the end of the reporting period.

3.2 Periodic Usage Reports - Template

The following information is to be provided on a semi-annual basis for each call-up made pursuant to this Standing Offer.

Date of Call-up	Call-up Number	Name of Identified User	Call-up Total Value (Applicable Taxes extra)
			\$
			\$
			\$
Total			\$

All data fields of the report must be completed as requested. If some data is not available, the reason must be indicated in the report. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report. Failure to provide fully completed reports in accordance with the above instructions may result in the setting aside of the Standing Offer and the application of a vendor performance corrective measure.

4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from the date of issuance of the Standing Offer to May 6, 2017.

4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional four (4) one (1) year period(s), under the same conditions and at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority at any time prior to the expiry of the initial period (or of any extension thereof, if applicable), by giving written notice to the Offeror.

Any authorization of an extension will be confirmed by the Standing Offer Authority through the issuance of a "Revision to a Standing Offer" document.

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Heather Wilson
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Science Procurement Directorate
11C1, Phase III
Place du Portage
11 Laurier Street
Gatineau, Québec
K1A 0S5

Telephone: (819) 956-1354
Facsimile: (819) 997-2229
E-mail address: heather.wilson@tpsgc-pwgsc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

5.2 Technical Authority

The Technical Authority for the Standing Offer is:

(will be named under the resulting Standing Offer)

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail address: _____

The Technical Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Technical Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

5.3 Offeror's Representative

The Offeror's Representative for the Standing Offer is:

(will be named under the resulting Standing Offer)

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail address: _____

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: 2012-2](#) of the Treasury Board Secretariat of Canada.

7. Identified Users

The identified User authorized to make call-ups against the Standing Offer is the Technical Authority.

8. Call-Up Procedures

A call-up made against this Standing Offer shall form a contract only for those goods or services, or both, which have been called-up, provided always that such call-up is made in accordance with the provisions of this Standing Offer.

Call-ups made against this Standing Offer will be authorized as follows:

1. The Technical Authority will provide the Offeror with a description of the Work to be performed.
2. The Offeror will submit to the Technical Authority a price proposal (i.e.. a firm price, a ceiling price or a limitation of expenditure), and a delivery schedule for each task, with supporting details. The price of the Work to be performed will be established in accordance with the Basis of Payment attached hereto as **Annex "B"**. A ceiling price or a limitation of expenditure will be used instead of a firm price only in cases where the Work to be performed is not in sufficient detail to accurately establish a firm price.
3. The Offeror will be authorized by the Technical Authority to proceed with the Work by the issuance of a duly completed and **signed** Call-up form PWGSC-TPSGC 942. A description of the Work to be performed will be appended to the form PWGSC-TPSGC 942. The Offeror shall not commence any work until it has received a Call-up form PWGSC-TPSGC 942 **signed by** the Technical Authority. The Offeror acknowledges that any and all work performed in the absence of a **signed** call-up will be done at its own risk, and Canada shall not be liable for payment therefor.

8.1 Allocation of Work

Call-ups will be issued on a proportional basis such that:

- (a) If the area of expertise is authorized three (3) standing offers: the offeror with the lowest hourly rate receives 50 percent of the predetermined amount of the work, the second lowest hourly rate receives 30 percent of the predetermined amount of the work and the 3rd lowest hourly rate receives 20 percent of the predetermined amount of the work;
- (b) If the area of expertise is authorized two (2) standing offers: the offeror with the lowest hourly rate receives 60 percent of the predetermined amount of the work and the second lowest hourly rate receives 40 percent of the predetermined amount of the work;
- (c) If the area of expertise is authorized one (1) standing offer: the offeror will receive 100 percent of the predetermined amount of the work.

Call-up activities will be monitored to ensure that call-ups are allocated in accordance with the predetermined work distribution specified herein.

The same usage as mentioned above will apply to any extension period exercised.

9. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form *PWGSC-TPSGC 942, Call-up Against a Standing Offer* or an electronic version.

10. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$80,000.00 (Applicable Taxes included). For call-ups above \$80,000.00 (Applicable Taxes included), Public Works Standing Offer Authority approval will be required prior to issuing the call-up.

11. Financial Limitation - Total

The total cost to Canada resulting from call-ups against the Standing Offer must not exceed the sum of \$ (To be determined), Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call-ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or four (4) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

12. 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2015-07-03), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2040 (2015-07-03), General Conditions - Research and Development;
- e) Annex A, Statement of Requirement;
- f) Annex B, Basis of Payment;
- g) the Offeror's offer dated ____.

13. Specified Personnel

The services of the individual(s) named under Annex "B", "Basis of Payment", must be provided by the Offeror to perform the Work under any resulting call-up.

14. Certifications

14.1 Compliance

Compliance with the certifications and related documentation provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

14.2 SACC Manual Clauses

M3020C (2010-01-11) Status and Availability of Resources

15. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in .

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

1. Statement of Requirement

The Contractor must perform the Work described in the call-up against the Standing Offer.

2. Standard Clauses and Conditions

2.1 General Conditions

The general conditions 2040 (2015-07-03), General Conditions - Research and Development, apply to and form part of the Contract.

2.2 SACC Manual Clauses

K3410C (2015-02-25) Canada to Own Intellectual Property Rights in Foreground Information

3. Term of Contract

3.1 Period of the Contract

The Work must be completed in accordance with the call-up against the Standing Offer.

4. 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: 2012-2](#) of the Treasury Board Secretariat of Canada.

5. Payment

5.1 Basis of Payment

The Basis of Payment attached hereto as **Annex "B"** must be used to price any call-up made pursuant to this Standing Offer.

Depending on the type of call-up, one of the following will apply:

- (a) For a Firm Price Call-up: In consideration of the Contractor satisfactorily completing all of its obligations under the call-up, the Contractor will be paid the firm price stipulated in the call-up, calculated in accordance with **Annex "B"**.

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Specifications will be authorized or paid to the Contractor unless such design changes, modifications or interpretations have been approved, in writing, by the Standing Offer Authority prior to their incorporation into the Work.

- (b) For a Call-up subject to a Ceiling Price: The Contractor will be paid its costs reasonably and properly incurred in the performance of the Work under the call-up, to the ceiling price specified in the call-up, which must be established in accordance with **Annex "B"**.

The ceiling price is subject to downward adjustment so as not to exceed the actual charges and costs reasonably incurred in the performance of the Work and computed in accordance with the Basis of Payment specified in the call-up.

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Specifications will be authorized or paid to the Contractor unless such design changes, modifications or interpretations have been approved, in writing, by the Standing Offer Authority prior to their incorporation into the Work.

- (c) For a Call-up subject to a Limitation of Expenditure: The Contractor will be paid its costs reasonably and properly incurred in the performance of the Work under the call-up, in accordance with the Basis of Payment specified in the call-up, which must be established in accordance with **Annex "B"**.

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Specifications will be authorized or paid to the Contractor unless such design changes, modifications or interpretations have been approved, in writing, by the Standing Offer Authority prior to their incorporation into the Work. The Contractor shall not be obliged to perform any work or provide any service that would cause the total liability of Canada to be exceeded without the prior written approval of the Standing Offer Authority. The Contractor shall notify the Standing Offer Authority, in writing, as to the adequacy of this sum when:

- (i) it is 75 percent committed, or
- (ii) four (4) months prior to the call-up delivery date, or
- (iii) if the Contractor considers the funds provided in the call-up are inadequate for the completion of the Work,

whichever comes first.

In the event that the notification refers to inadequate funds, the Contractor must also provide to the Standing Offer Authority, in writing, an estimate for the additional funds required. Provision of such notification and estimate for the additional funds does not increase Canada's liability.

5.2 Method of Payment

Payments will be made not more frequently than once a month, provided that:

- (a) an invoice is submitted to Canada in accordance with the clause "Invoicing Instructions" hereafter; and
- (b) the invoice is approved by the Technical Authority.

5.2.1 For Firm Price Call-Ups

Depending on the method of payment specified in each individual "Firm Price" call-up, one of the following two clauses will apply:

Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

- or -

Milestone Payments

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the call-up and the payment provisions of the Contract if all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

5.2.2 For Call-Ups Subject to a Ceiling Price or a Limitation of Expenditure

Depending on the method of payment specified in each individual "Ceiling Price" or "Limitation of Expenditure" call-up, one of the following two clauses will apply. Backup documentation (time sheets, receipts) must be provided to support the invoice.

Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the call-up if:



- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the call-up;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

- or -

Progress Payments

1. Canada will make progress payments in accordance with the call-up Basis of Payment provided that the invoice is supported by back-up documentation as specified in the call-up and the Standing Offer.
2. The balance of the amount payable must be paid upon satisfactory completion of the Work and upon the delivery and acceptance of all deliverables, provided that a final invoice for such payment is submitted.
3. Progress payments must be regarded as interim payments only and Canada shall have the right to conduct interim cost/time verifications or audits and to make adjustments from time to time during the performance of the Work. Any overpayment resulting from such progress payments or otherwise must be refunded promptly to Canada.
4. Payment by Canada to the Contractor for the Work must be made:
 - (a) in the case of a progress payment other than the final payment, within thirty (30) days following the date of receipt of an invoice submitted in accordance with the instructions specified herein;
 - (b) in the case of a final payment, within thirty (30) days following the date of receipt of a final invoice submitted in accordance with the instructions specified herein, or within thirty (30) days following the date on which the Work is completed, whichever date is the later.
5. If Canada has any objection to the form of the invoice, within fifteen (15) days of its receipt, Canada shall notify the Contractor of the nature of the objection. "Form of the invoice" means an invoice which contains or is accompanied by such substantiating documentation as Canada requires. Failure by Canada to act within fifteen (15) days will only result in the date specified in subsection 4 of this clause to apply for the sole purpose of calculating interest on overdue accounts.

5.3 Exchange Rate Fluctuation Adjustment

1. The foreign currency component (FCC) is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuation. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
2. For each line item where a FCC is identified, Canada assumes the risks and benefits for exchange rate fluctuation, as shown in the Basis of Payment. For such items, the exchange rate fluctuation amount is determined in accordance with the provision of this clause.
3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provisions in the contract. The exchange rate adjustment amount will be calculated in accordance with the following formula:
Adjustment = FCC x Qty x ($i_1 - i_0$) / i_0
where formula variables correspond to:
FCC
Foreign Currency Component (per unit)
 i_0
Initial exchange rate (CAN\$ per unit of foreign currency [e.g. US\$1])
 i_1
exchange rate for adjustments (CAN\$ per unit of foreign currency [e.g. US\$1])
Qty
quantity of units
4. The initial exchange rate is typically set as the noon rate as published by the Bank of Canada on the solicitation closing date.
5. For goods, the exchange rate for adjustment will be the noon rate as published by the Bank of Canada on the date the goods were delivered. For services, the exchange rate for adjustment will be the noon rate on the last business day of the month for which the services were performed. For advance payments, the exchange rate for adjustment will be the noon rate on the date the payment was due. The most recent noon rate will be used for non-business days.
6. The Contractor must indicate the total exchange rate adjustment amount (either upward, downward or no change) as a separate item on each invoice or claim for payment submitted under the Contract. Where an adjustment applies, the Contractor must submit with their invoice form [PWGSC-TPSGC 450](#) , Claim for Exchange Rate Adjustments.
7. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease), calculated in accordance with column 8 of form [PWGSC-TPSGC 450](#)  (i.e [$i_1 - i_0$) / i_0]).
8. Canada reserves the right to audit any revision to costs and prices under this clause.

6. Invoicing Instructions

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

Solicitation No. - N° de l'invitation
23229-129462/B
Client Ref. No. - N° de réf. du client
23229-129462

Amd. No. - N° de la modif.
File No. - N° du dossier
066ss.23229-129462

Buyer ID - Id de l'acheteur
066ss
CCC No./N° CCC - FMS No./N° VME

- (a) An electronic copy to the Technical Authority identified in the resultant Standing Offer for certification and payment; and
- (b) An electronic copy to be forwarded to the Standing Offer Authority identified under the section entitled "Authorities" of the Standing Offer.

7. Insurance

SACC Manual Clause G1005C (2008-05-12) Insurance

ANNEX "A"

STATEMENT OF REQUIREMENT

Background

The Housing, Buildings and Communities and other groups of Canmet ENERGY-Ottawa (CE-O) of Natural Resources Canada (NRCan), are extensively involved in research and development, demonstration and dissemination activities related to the residential stock, both domestically and internationally. The various activities seek to commercialize energy-efficient and environmentally friendly technologies and systems to increase overall efficiency, ensure healthy environments and accelerate their adoption in the marketplace. Projects and programs carried out by CE-O have contributed to Canada being recognized as being one of the leaders in energy-efficient construction.

The success of research conveyed to the building industry and the public is in part based on the use of various mechanism/products and services to suit targeted audiences. For example, demonstration projects such as the Advanced Houses Program (1990's) have led to increased public awareness on innovative housing features and to direct technology transfer to builders, designers and housing component manufacturers. The Advanced Integrated Mechanical Systems (AIMS) initiative pooled the financial and technical resources of both government and private sector stakeholders towards the development of integrated mechanical systems, known as eKOCOMFORTTM products, now being field-tested. The creation of user-friendly software tools for the industry (e.g., HOT2000, HOT2 XP, EE4) reflects the need by stakeholders (e.g., utilities, builders and consulting profession) for tools that permit the assessment of innovative housing components in a cost effective manner. SBC's technical input and expertise to various agencies (e.g., R-2000 Initiative) and its involvement in collaborative projects (e.g. with the National Research Council, Canada Mortgage and Housing Corporation, Public Works & Government Services Canada) provide opportunities for shared resources towards building research of mutual interest.

Strong linkages with national and international associations have been established to ensure continuing Canadian influence in the building area. Proactively, the SBC initiated the Super E program, to encourage the export of Canadian products, technologies and services to residential markets via Super E Houses that meet R-2000 based technical criteria while respecting local codes, cultural tastes and housing trends. Japan was first targeted in the mid-90's and following its success, more recently, Super E is promoted in the United Kingdom with future plans for other European countries as well as emerging markets such as Mexico.

The execution of such a wide array of activities in a timely and cost-effective manner requires in part the availability of expertise for specific projects.

Language Requirements

All written and verbal communications between the Offeror and the Technical Authority must be in English.

General Context – Active Solar Thermal Systems

Description

The Solar Thermal R&D Program within NRCan is the lead program within the Federal Government for the development of solar thermal technologies in Canada. The primary objective of the program is to accelerate the development and commercialization of solar thermal energy technologies which have significant potential to be more cost-effective, efficient, and less polluting than conventional technologies.

The area of expertise in the standing offer will establish an approved list experts on solar thermal technologies and related specialties to provide professional services to CanmetENERGY-Ottawa, in support of activities related to solar thermal research, development, and demonstration projects for Natural Resources Canada.

Category 42 : Active Solar Thermal Systems: System Performance Analysis and Ratings for Solar Thermal Equipment

1. Overview

Consult the General Context.

2. Description task list:

Potential tasks in this area of expertise (AE) include:

- Analysis of the performance of solar domestic hot water systems (SDHW) using TRNSYS simulation software and the CSA F379 standard day.
- Validation of the SDHW simulation results with measured results from standard day testing at the National Solar Test Facility
- Development of new models for SDHW performance evaluation, calibrating the TRNSYS component models of the specified system to published performance data (heat exchangers, collectors, tanks, pumps)
- Interaction with manufacturers to confirm system design and operation.
- Estimating SDHW performance rating
- TRNSYS modelling and energy performance analysis of utility-scale solar thermal systems including solar district heating and cooling systems (SDHC)
- Development of new models for SDHW and SDHC systems performance evaluation, calibrating the TRNSYS component models with measured data.
- Development of TRNSED models and Excels templates for viewing TRNSYS results for use by NRCan, private industry and the public.

Solicitation No. - N° de l'invitation
23229-129462/B
Client Ref. No. - N° de réf. du client
23229-129462

Amd. No. - N° de la modif.
File No. - N° du dossier
066ss.23229-129462

Buyer ID - Id de l'acheteur
066ss
CCC No./N° CCC - FMS No./N° VME

**APPENDIX 1 TO ANNEX "A"
LIST OF PROPOSED INDIVIDUALS**

Multiple individuals could be proposed for the Area of Expertise.

AREA OF EXPERTISE		NAME OF PROPOSED INDIVIDUAL(S)
ACTIVE SOLAR THERMAL SYSTEMS		
42	System Performance Analysis and Ratings for Solar Thermal Equipment	

**ANNEX "B"
 BASIS OF PAYMENT**

The Contractor will be paid in accordance with the following Basis of Payment for the Work pursuant to each approved Call-up against the Standing Offer. For the entire Standing Offer period, the following rates will apply. Firm all-inclusive hourly rate, Applicable Taxes extra, DDP (destination), as applicable.

The rates for the subsequent four (4) one (1) year possible extension periods would be adjusted in accordance with the consumer price index.

CATEGORY OF EXPERTS		Firm all-inclusive hourly rate for the initial Standing Offer Period ending May 6, 2017	Firm all-inclusive hourly rate for Extension Period 1	Firm all-inclusive hourly rate for Extension Period 2	Firm all-inclusive hourly rate for Extension Period 3	Firm all-inclusive hourly rate for Extension Period 4
ACTIVE SOLAR THERMAL SYSTEMS						
42	System Performance Analysis and Ratings for Solar Thermal Equipment	\$	\$	\$	\$	\$

Consumer Price Index (CPI)

CPI Rate Adjustment for the Subsequent four (4) one (1) year Possible Extension Periods

In the event that the first of the four one year extensions is exercised, the rate adjustment for May 7, 2017 to May 6, 2018 will be based on the following. Any prices or rates in the contract for the period May 7, 2016 to May 6, 2017 will be adjusted by the annual average percentage change expressed in the Consumer Price Index (CPI) for the city of Ottawa in the December 2016 Statistics Canada publication described below.

In the event that the second of the four one year options is exercised, for the prices or rates for May 7, 2018 to May 6, 2019, the same would apply to the May 7, 2017 to May 6, 2018 rates and prices based on the annual average percentage change in the CPI for the city of Ottawa expressed in the December 2017 Statistics Canada publication described below.

In the event that the third of the four one year options is exercised, for the prices or rates for May 7, 2019 to May 6, 2020, the same would apply to the May 7, 2018 to May 6, 2019 rates and prices based on the annual average percentage change in the CPI for the city of Ottawa expressed the December 2018 Statistics Canada publication described below.

In the event that the fourth of the four one year options is exercised, for the prices or rates for May 7, 2020 to May 6, 2021, the same would apply to the May 7, 2019 to May 6, 2020 rates and prices based on the annual average percentage change in the CPI for the city of Ottawa expressed in the December 2019 Statistics Canada publication described below.

Solicitation No. - N° de l'invitation
23229-129462/B
Client Ref. No. - N° de réf. du client
23229-129462

Amd. No. - N° de la modif.
File No. - N° du dossier
066ss.23229-129462

Buyer ID - Id de l'acheteur
066ss
CCC No./N° CCC - FMS No./N° VME

Details:

The CPI is the "All-items Consumer Price Index (Not Seasonally Adjusted) by City" (Catalogue no. 62-001-XPB entitled "The Consumer Price Index" from Statistics Canada). See the "Annual average" Column of the December catalogue for the applicable year. The release date for December publications is approximately the third week in January. The publication is available in electronic format from www.statcan.ca.

Calculation Example:

To calculate the rates and prices of the first option year, should it be exercised by Canada, take the annual average for the previous year (2016 in this example) which is 124.9 and subtract it from the annual average of the year previous to the previous year (2015 in this example) which is 121.9. The difference in this example is an increase of 3 percent which would be applied to the fourth year rates and prices. Similarly, for the each of the other option years, should they be exercised by Canada, the CPI adjustment would be applied to the rates and prices of the previous option year.