

Return Bids to:

#### Retourner Les Soumissions à :

Natural Resources Canada – Ressources naturelles Canada Bid Receiving Unit – Mailroom Unité de réception des soumissions, Salle du courrier 588 rue Booth Street Ottawa, Ontario K1A 0E4

Request for Supply Arrangement (RFSA) Demande d'arrangements en matière d'approvisionnement (DAMA)

Canada, as represented by the Minister of Natural Resources Canada, hereby requests a Supply Arrangement on behalf of the client identified herein.

Le Canada, représenté par le ministre des Ressources naturelles Canada, autorise par la présente, d'arrangements en matière d'approvisionnement au nom de client identifié ci-après

#### **Comments - Commentaires**

This Request for Supply Arrangement does not include provisions for security.

When submitting a response using a courier services, please ensure the bid solicitation number, closing date and time are on the front of the courier envelope

#### Issuing Office – Bureau de distribution

Procurement Services Unit Natural Resources Canada 580 Booth Street, 5<sup>th</sup> Floor Ottawa, Ontario K1A 0E4

Г	
Title - Sujet  Ouglity Assurance Audits for the Hou	sing Programs Initiative for the
Quality Assurance Audits for the Hou	ising Programs initiative for the
Office of Energy Efficiency	
Solicitation No. – No de l'invitation NRCan-5000011630	23 February 2016
	23 February 2010
Client Reference No $N^{\circ}$ de reference du client $5000011630$	
Requisition Reference No N° de la demande 106905	
Solicitation Closes – L'invitation prend fin	
at – à 02:00 PM EST	
on – le 07 Avril 2016	
Address Enquiries to: - Adresse toutes questions à:	Buyer ID – Id de l'acheteur
Valerie Holmes	AB4
Telephone No. – No de telephone	Fax No. – No. de Fax
(343) 292-8371	(613) 947-5477
If marked "X" please see the box to the left S'il ya un "X" ici, s.v.p. voir la boite à la gauche <b>Accu</b>	Acknowledgement copy required sé de réception requis
Destination – of Goods, Services and Construction: Destination – des biens, services et construction:  Natural Resources Canada 580 Booth Street Ottawa, Ontario K1A 0E4	
Security – Sécurité This Request for Supply Arrangement does not Cette Demande d'arrangements en matière of dispositions en matière de sécurité.  Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entreprene	d'approvisionnement ne comprend pas des
Telephone No.:- No. de téléphone: Facsimile No.: - No. de télécopieur: Name and Title of person authorized to sign on behalf of Nom et titre de la personne autorisée à signer au nom du caractères d'imprimerie)	

Date

RFSA Number: NRCan-5000011630 - REFRESH

Signature

## **REFRESH**

RFSA Number: NRCan-5000011630 - REFRESH

# **QUALITY ASSURANCE AUDIT SUPPLY ARRANGEMENT**

## **FOR**

#### **NATURAL RESOURCES CANADA**

NOTICE TO BIDDERS: The following documents are enclosed and form part of this Bid Package:

RFSA **#NRCan-5000011630** (**REFRESH 2016**), including all Parts/Appendices and Annexes as listed in the Table of Contents below.

The Bidder acknowledges that all of the aforementioned documents were received in its Bid Package. It is the responsibility of the Bidder to verify the inclusion of all documents, and to obtain copies of any missing items by contacting the Contracting Authority as identified in the RFSA. Failure to obtain any missing document(s) shall not relieve the Bidder from compliance with any obligation imposed by the RFSA, nor excuse the Bidder from the guidelines set out therein.

This is a solicitation to refresh the existing Supply Arrangement #NRCan-5000011360; for the provision of Quality Assurance Audits. All potential suppliers capable of meeting the requirements of this solicitation are invited to reply to this solicitation to provide the Services under the framework of the resulting Supply Arrangement. Only suppliers qualified at the time individual requirements are issued will be eligible to provide the requested Services.

NOTE: NRCan is looking to qualify additional French Suppliers to provide services in French as NRCan currently has a deficiency in this area. This is no one preventing English suppliers from bidding.

Make sure you read this entire document, as well as the documents incorporated by reference, if applicable. By submitting a proposal, suppliers are acknowledging that they agree to the process described in this Request for Supply Arrangement (RFSA). Suppliers, who have questions or comments about this solicitation, can direct them to the SA Authority identified in this solicitation. The process for making enquiries is described herein. Because proposals cannot be revised after bid closing, it is very important for suppliers to ensure that they understand the requirements of this solicitation before submitting a proposal.

For current Supply Arrangement Holders only: All pre-qualified Suppliers have already adhered to the changes contained here.

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PART 1 - GENERAL INFORMATION

## 1. Introduction

The Request for Supply Arrangement (RFSA) is divided into six (6) parts plus attachments and annexes, as follows:

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- **Part 1:** General Information: provides a general description of the requirement;
- **Part 2:** Supplier Instructions: provides the instructions applicable to the clauses and conditions of the RFSA;
- **Part 3:** Arrangement Preparation Instructions: provides suppliers with instructions on how to prepare the arrangement 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 arrangement, the security requirement and the basis of selection;
- **Part 5:** Certifications: includes the certifications to be provided; and
- **Part 6: 6A Supply Arrangement:** includes the Supply Arrangement (SA) with the applicable clauses and conditions:
  - **6B Bid Solicitation:** includes the instructions for the bid solicitation process within the scope of the SA;
  - **6C Resulting Contract Clauses:** includes general information for the conditions which will apply to any contract entered into pursuant to the SA.

The Annexes include:

Annex "A" – Statement of Work Annex "B" – Report Card

and any other annexes that may apply to this RFSA.

#### 2. Summary

The objective of this Request for Supply Arrangement (RFSA) Refresh is to establish a pool of qualified Quality Assurance Auditors capable of providing Quality Assurance (QA) auditing services for Natural Resources Canada's (NRCan's) housing programs and to perform miscellaneous Quality Assurance tasks such as, but not limited to, reviewing QA related reports and unscheduled QA as the need arises.

This procurement is subject to the provisions of the following Trade Agreements:

- World Trade Organization on Government Procurement (WTO-AGP)
- North American Free Trade Agreement (NAFTA)
- Agreement on Internal Trade (AIT)
- Canada-Chile Free Trade Agreement (CCFTA)
- Canada-Peru Free Trade Agreement (CPFTA)

# 3. Security Requirement

There is no security requirement associated with this request, or any subsequent Supply Arrangements and/or resulting Contracts.

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## 4. Debriefings

After issuance of a Supply Arrangement, suppliers may request a debriefing on the results of the Request for Supply Arrangement process. Suppliers should make the request to the Supply Arrangement Authority within 15 working days of receipt of the results of the Request for Supply Arrangement process. The debriefing may be in writing, by telephone or in person.

## PART 2 - SUPPLIER INSTRUCTIONS

## 1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Supply Arrangement (RFSA) by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (<a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</a>) issued by Public Works and Government Services Canada (PWGSC).

Suppliers who submit an arrangement agree to be bound by the instructions, clauses and conditions of the RFSA and accept the clauses and conditions of the Supply Arrangement and resulting contract(s).

The **2008 (2015-07-03) – Standard Instructions – Request for Supply Arrangements – Goods or Services**, are incorporated by reference into and form part of the RFSA.

**Subsection 5.4 – Submission of Arrangements** of 2008 (2015-07-03) – Standard Instructions – Request for Supply Arrangements – Goods or Services, is amended as follows:

DELETE: sixty (60) days

INSERT: one hundred and twenty (120) days

**Subsection 6.0 – Late Arrangements** of 2008 (2015-07-039) – Standard Instructions – Request for Supply Arrangements – Goods or Services, is amended as follows:

DELETE: PWGSC INSERT: NRCan

**Subsection 8.1 – Transmission by Facsimile** of 2008 (2012-11-19) – Standard Instructions – Request for Supply Arrangements – Goods or Services, is amended as follows:

DELETE: 819-997-9776 INSERT: 613-992-2920

#### 2. Submission of Arrangements

Arrangements must be submitted only to Natural Resources Canada (NRCan) Bid Receiving Unit by the date, time and place indicated on Page 1 of the Request for Supply Arrangements.

Natural Resources Canada Bid Receiving Unit - Mailroom 588 Booth Street, Room 108 Ottawa, Ontario K1A 0Y7 Attention: Valerie Holmes

It is requested that the Bidder's name, return address, Request for Proposal Number, and Bid Closing Date appear legibly on the outside of the envelope containing the Bidder's proposal. Failure to do so may result in bids being misdirected. **NRCan will not assume responsibility for proposals directed to any other location.** 

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

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NOTE: WHEN SUBMITTING A BID TO THIS REQUIREMENT, BIDDERS MUST ENSURE THAT THE RFSA NUMBER AND CLOSING DATE ARE CLEARLY DETAILED ON ALL ENVELOPES, INCLUDING COURIER ENVELOPES AND/OR BOXES, IN ORDER TO AVOID ANY CONFUSION AT THE BID RECEIPT UNIT WHEN PACKAGES ARE RECEIVED WITHOUT ANY INDICATION AS TO WHAT THEY ARE FOR.

2.1 Due to the nature of the bid solicitation, bids transmitted by facsimile or electronic mail to NRCan will not be accepted.

#### 3. Former Public Servant - Notification

Service contracts awarded to former public servants in receipt of a pension or a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. Therefore, the bid solicitation will require that you provide information that, were you to be the successful bidder, your status with respect to being a former public servant in receipt of a pension or a lump sum payment, will be required to report this information on the departmental websites as part of the published proactive disclosure reports generated in accordance with Treasury Board policies and directives on contracts with former public servants, <a href="Contracting Policy Notice 2012-2">Contracting Policy Notice 2012-2</a> and the Guidelines on the Proactive Disclosure of Contracts.

#### 4. Federal Contractors Program for Employment Equity - Notification

The Federal Contractors Program (FCP) for employment equity requires that some contractors make a formal commitment to Employment and Social Development Canada (ESDC) - Labour to implement employment equity. In the event that this Supply Arrangement would lead to a contract subject to the Federal Contractors Program (FCP) for employment equity, the bid solicitation and resulting contract templates would include such specific requirements. Further information on the Federal Contractors Program (FCP) for employment equity can be found on Employment and Social Development Canada (ESDC) - Labour's website.

## 5. Enquiries - Request for Supply Arrangements

All enquiries must be submitted in writing to the Supply Arrangement Authority no later than **three (3)** calendar days before the Request for Supply Arrangements (RFSA) closing date. Enquiries received after that time may not be answered.

Suppliers should reference as accurately as possible the numbered item of the RFSA to which the enquiry relates. Care should be taken by Suppliers 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 questions or may request that Suppliers do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all Suppliers. Enquiries not submitted in a form that can be distributed to all Suppliers may not be answered by Canada.

# 6. Applicable Laws

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

Suppliers 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 Suppliers.

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PART 3 – ARRANGEMENT PREPARATION INSTRUCTIONS

## 1. Arrangement Preparation Instructions

Natural Resources Canada encourages the use of recycled paper and **two-sided printing**. Reduction in the size of documents will contribute to Natural Resources Canada's sustainable development initiatives and reduce waste.

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In support of the Policy on Green Procurement, it is requested that bidders provide their bid in separately bound sections as follows:

#### **HARD COPY:**

**Section I:** Technical Bid – 4 copies (1 original, 3 copies)

**Section II:** Certifications – 1 copy

OR:

#### **ELECTRONIC STORAGE MEDIA (Preferred Method):**

Since NRCan is working towards a greener environment by eliminating all hard copy file folders, we prefer to have all bids on a CD/DVD or USB. If you wish to submit in this format, please provide the following:

**Section I:** Technical Bid – 4 copies (1 original, 3 copies)

NOTE: 1 CD/DVD/USB will contain: 1 Technical, Certifications and signed first page

3 CD/DVD/USB will contain: just the Technical Bid

**Section II:** Financial Bid - 1 copy (included with original Technical Bid).

**Section III:** Certifications – 1 copy (included with original Technical Bid)

Note: NRCan will accept either Hard copy or Electronic Storage Media submitted bids. However, it is NRCan's preference that bids be submitted on Electronic Storage Media in order for us to adhere to our Green Initiative.

No payment shall be made for costs incurred by the Bidder in the preparation and submission of a proposal in response to this RFP.

All fees, associated with the transfer of data or of all documents as may be required by NRCan as part of the solicitation process, are the responsibility of the Bidder. No costs incurred by the Bidder before receipt of a signed contract or specified written authorization from the Contracting Authority can be charged to any resulting contract.

NOTE: WHEN SUBMITTING A BID TO THIS SOLICITATION AND YOU USE A COURIER SERVICE, YOU ARE ADVISED TO WRITE THE BID SOLICITATION NUMBER, CLOSING DATE AND TIME ON THE FRONT OF THE COURIER PACKAGE; NOT JUST ON THE ENVELOPES WITHIN THE COURIER PACKAGE IN ORDER TO AVOID ANY UNCERTAINTY FROM OUR BID RECEIPT UNIT WHEN RECEIVING BIDS WITHOUT ANY INDICATION WHAT THEY ARE FOR.

b) **Format of Bid:** Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- i. use 8.5 x 11 inch (216 mm x 279 mm) paper;
- ii. use a numbering system that corresponds to the bid solicitation;
- iii. include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and

- iv. Include a table of contents.
- c) Canada's Policy on Green Procurement: The policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process See the 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, bidders are encouraged to:
  - i. use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
  - ii. 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 Arrangement

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

#### Section II - Certifications

Suppliers must submit the certifications required under Part 5.

## PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

#### 1. Evaluation Procedures

- (a) The Mandatory Requirements listed below will be evaluated on a simple pass/fail basis. Proposals which fail to meet the Mandatory Requirements will be deemed non-responsive and will be given no further consideration or rated in Section 2 Point Rated Requirements.
- (b) Proposals MUST demonstrate compliance with ALL of the following Mandatory Requirements and MUST provide the necessary details and documentation, as appropriate, to support compliance.
- (c) An evaluation team composed of representatives of Canada will evaluate the offers.
- (d) The Offeror may propose a maximum of two (2) resources within their organization.

#### 1.1 Technical Evaluation

## 1.1.1 Mandatory Technical Criteria

Item	Mandatory Requirement	Compliant	Proposal Page #
Item M1	QA Service Delivery:  Offerors MUST identify the province and/or regions in which they WILL provide QA services. In order to provide QA services in the province of Quebec, the Offeror and/or the resource(s) MUST be able to correspond orally and in writing in French.  Offerors or any proposed resources who currently have an Agreement to provide energy assessment service or in-house QA audits for a	Yes No	Proposal Page #
	Supply Arrangement in a given province and/or region CANNOT compete to deliver QA services in that area.		
	Example: Perform energy evaluations on Vancouver Island: QAA cannot perform QA on files for organizations on Vancouver Island but can deliver QA services for BC's mainland.		
	Offerors who are found by NRCan to be in conflict with this specific area(s) within that region (i.e. in direct competition with a company or companies) will be excluded from competing for that specific QA contract.		
	Note: The areas of service to the Yukon		

Item	Mandatory Requirement	Compliant	Proposal Page #
	Territory, Northwest Territories and Nunavut Territory will be subject to the Comprehensive Land Claims Agreement.		
	http://www.ainc-inac.gc.ca/al/index-eng.asp		
M2	Curriculum Vitae: Will be used to verify M3, M4.	Yes No	
	The Offeror MUST provide their Curriculum Vitae (CV). The Offeror MUST also provide a CV for each proposed resource(s) up to a maximum of two (2) resources.		
	All CVs should include work experience and details demonstrating all relevant activities related to the requirements and their ability to perform the tasks as described in the Statement of Work.		
	All CVs MUST be attached as <b>Addendum 1</b> within the Offeror's proposal.		
M3	Education and Work Experience:  The Offeror and all proposed resources MUST have a post secondary education diploma or degree in a field relevant to the duties of a Quality Assurance Auditor (QAA) from a college, technical institute or university OR a minimum of ten (10) years of work experience in the housing sector.	Yes No	
	In 500 words or less, the Offeror MUST clearly describe how they and each proposed resource comply with the education or the experience criteria by providing details in their proposal. You MUST clearly highlight in your proposal M3 compliance. When applicable, the Offeror MUST provide a photocopy of their post secondary education diploma or degree and a photocopy of each proposed resources' post secondary education diploma or degree.		
	Documentation or additional reference material to support compliance (i.e. photocopy of diploma or degree) for education MUST be attached as <b>Addendum 2</b> within the Offeror's proposal.		
M4	Recent Housing Sector Work Experience:	Yes	

Item **Mandatory Requirement** Compliant Proposal Page # No The Offeror and all proposed resources MUST have three (3) years of work experience in the housing sector within the last five (5) years from the date of this RFSA. (i.e. energy advisor, service organization internal QA representative, housing program trainer, etc.) In 500 words or less, the Offeror MUST clearly describe their experience and the experience of each proposed resource in working within the housing sector by provided details in the Offeror's proposal. You MUST clearly highlight in your proposal M4 compliance **M5 Minimum Computer Requirements:** Yes No Windows Windows 7 (Latest Service Pack, 32/64 Bit), Intel Core Duo or AMD Athion 64 X2, 2GB RAM Macintosh Mac OS X 10.6 – 10.8 (Latest update), Intel Core Duo, 2GB RAM Microsoft Office (2003 – 20xx) 5 GB of free hard drive space High speed Internet access Valid email address Note: If only using an Apple computer, you will have to install and run a licensed copy of Windows via Boot Camp in order to run HOT2000, as HOT2000 is only supported by Windows. Boot Camp is a software utility included with Mac OS X that allows you to run compatible versions of Microsoft Windows on an Intel-based Mac at native speeds. Other thirdparty alternatives are also available. In 200 words or less, the Offeror MUST clearly demonstrate that they possess computer equipment that meets the minimum requirements by provided details in the Offeror's proposal. You MUST clearly highlight in your proposal M5 compliance. Yes **M6** Access to a Blower Door that meets NRCan's **Technical Specifications:** No

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Item	Mandatory Requirement	Compliant	Proposal Page #
	Fan:		
	<ul> <li>variable speed control (solid-state control)</li> <li>must operate on 110 to 125 vac/60Hz supply</li> </ul>		
	<ul> <li>must operate on 110 to 125 vac/60Hz supply</li> <li>minimum flow at maximum fan speed to be at least 2501 L/s</li> </ul>		
	(5300 CFM) at 50 Pa pressure difference		
	- must be able to both pressurize and depressurize the house		
	calibration curves and test verification certificate, must be		
	included with each fan		
	Door Frame:		
	- Width: adjustable from 81.3 cm to 99 cm (32 inches to 39		
	inches) to fit a wide variety of doors or a suitably close range		
	- Door frame edge seal: flexible gasket or inflatable edge seal		
	- Door frame material: rigid airtight frame (e.g. wood,		
	aluminum - Door frame cover: door pane(s) made of airtight material		
	book name covers about partely/ made of an algree material		
	Pressure and Fan Flow Gauges;		
	<ul> <li>Analogue gauges (Dwyer Magnehelic) for measuring the building pressure and flow (one for low flow and second for</li> </ul>		
	high flow) or digital pressure gauge for simultaneous or		
	switchable display of pressure and airflow readings		
	- Pressure gauge unit: Pa		
	<ul> <li>Pressure range; 0 to 60 Pa (suggested for building pressure)</li> </ul>		
	- Measurement Resolution: 1 Pa for analogue gauges; 0.1 Pa		
	for digital micro-manometers  Gauge accuracy: ± 2.4 Pa for analogue gauges; ± 1.0 Pa for		
	digital micro-manometers		
	<ul> <li>Wind dampening should be built into pressure gauge or</li> </ul>		
	available as an add-on		
	- Calibration of pressure measurement as per CGSB Standard		
	No. 149.10-M86 - Flow measurement unit L/s or CFM		
	- Flow measurement resolution: 1/100 times the reading or		
	better for digital micro-manometers; 1/20 times the reading		
	or better for analogue gauges		
	<ul> <li>Flow accuracy: ±5%</li> <li>Flow range: capable of measuring a minimum airflow of 30</li> </ul>		
	L/s (63 CFM) within its operating range		
	- Calibration of flow measurement as per CGSB Standard No		
	149.10-M86		
	Calculation Procedures:		
	Calculation software based on current calibration data for		
	blower door selected to determine air tightness results.		
	Data analysis procedure and reporting must meet		
	requirements set in CGSB Standard No. 149.10-M86		
	- Calibration characteristics and technical manuals		
	In 200 words or less, the Offeror must clearly		
	•		
	demonstrate that they possess or have access to		
	blower door equipment that meets NRCan's		
	technical specifications by providing details in		
	the Offeror's proposal and must highlight M6		
	compliance.		
M7	Insurance:	Yes	
		∐ No	
	The Offeror MUST carry valid liability insurance		
	and Errors and Omissions Insurance at a level		
	necessary to meet their own, each proposed		

Item	Mandatory Requirement	Compliant	Proposal Page #
	resource or the company, firm or organization's protection to ensure compliance with federal, provincial or municipal law.		
	Note: It is up to the Offeror to determine what is deemed as sufficient liability insurance		
	The Offeror MUST provide official documentation by way of a quotation from an accredited insurance company for the insurance types listed below.		
	AND		
	The Offeror MUST provide official documentation confirming the possession of the insurance types listed below from an accredited insurance company at time of bid closing  - Commercial Liability Insurance - Errors and Omissions Insurance		
	Documentation to support compliance (i.e. official insurance quotes/records) with the insurance requirements must be attached as <b>Addendum 3</b> within the Offeror's proposal.		
M8	References:	Yes No	
	The Offeror MUST provide contact information for two (2) recent work related references and two (2) recent client related references in the Offeror's Proposal.	No	
	NRCan reserves the right to check references by contacting one or all of the references provided.  NRCan also reserves the right to reject a Bidder should one or more of the references provided not be available within one (1) week from completion of bid evaluation and if in checking references they do not confirm the work experience and information provided by the Bidder.		

#### 1.1.2 Point Rated Technical Criteria

The criteria contained herein will be used by NRCan to evaluate each proposal.

Bidders are advised to fulfill these requirements in the following order and in sufficient depth within their proposals to enable a thorough assessment.

Any point rated criteria response by the Offeror that does not provide adequate detail will not be given consideration for points.

NRCan's assessment will be based solely on the information contained within the proposal and may confirm information or seek clarification from the Offeror.

Only proposals which obtain a passing score in the Point Rated Requirements will be considered eligible to participate in the Written Exam detailed in Subsection 1.1.3 below. Those proposals NOT meeting minimum score required will be given no further consideration.

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Ressources naturelles

Canada

**Cross reference to Bidders Proposal** Item **Point Rated Requirement Points Breakdown** Max **Points** and/or CV 5 R1 **Quality Assurance Auditing:** >5 years >3-5 years 4 >2-3 years In 500 words or less, the Offeror and each proposed resource have clearly describe their experience in a quality assurance or auditing 6 mos – 2 years 1 capacity by providing details in the Offeror's proposal. This would include the quality assurance auditing for federal or provincial housing programs or in any other type or auditing capacity (i.e. internal audits, etc.) **Conducting Housing Program Energy Efficiency Evaluations:** >5 years R2 >3 - 5 years 5 In 500 words or less, the Offeror and each proposed resource has >2-3 years 3 clearly demonstrated their experience in conducting housing 6 mos – 2 years 1 program energy efficiency evaluations by providing details in their 8 proposal. This would include conducting energy evaluations under any NRCan housing program (ecoENERGY, R-2000, ENERGY START, EnerGuide Rating System and EnerGuide for Houses, etc.) R3 **Hot2000** or Other Energy Simulation Programs: >5 years >3-5 years 4 In 500 words or less, the Offeror and each proposed resource have >2-3 years 3 5 clearly demonstrated their experience in using HOT2000 or other 6 mos – 2 years energy simulation programs by providing details in their proposal. **Energy Efficient Housing Renovation Recommendations: Energy Efficiency** R4 Recommendation 5 In 750 words or less, the Offeror and each proposed resource have described how they would provide energy efficient Justification in recommendations to the owner of the house described below. support of 15 Please ensure that you include a justification for your recommendation 10 recommendations approach. Observed (partial) data from an example house:

n		Point Rated	Requirement		Points Breakdown	Max Points	Cross reference to Bidders Proposal and/or CV
	Year Built: 1956 Region: Eastern House Volume:	Ontario					
	Insulation Detail	<u>s:</u>					
	Component	Structure	Material	Thickness (inches)			
	Walls	Double brick, 2x4 16" o.c., lathe and plaster	No insulation				
	Attic	Hip, Wood frame, 2x6, 12" o.c.	Blown in cellulose fibre	5.5"			
	Basement Walls	Concrete block	Type 4 extruded board	1"			
	Basement Headers	No insulation					
	Crawlspace	No insulation					
	Mechanical Equi Primary Heating Energy Source: 1 Type: Boiler Equipment Type Efficiency: 77%	System: Natural Gas	tinuous pilot				
	DHW System: Energy Source: E Type: Conserver Efficiency: 0.89	·					
	Air Conditioning Type: Central COP/SEER: SEER						

Item	Point Rated Requirement	Points Breakdown	Max Points	Cross reference to Bidders Proposal and/or CV
	No HRV			·
	Blower Door Test Results: ACH (@-50 Pa): 10.69 ELA: 301.537 in.sq			
R5	Multi-Unit Residential Buildings (MURBS):  In 500 words or less, the Offeror has clearly described their experience and the experience of each proposed resource in working with MURBS and/or conducting energy efficiency evaluations on MURBS by providing details in their proposal.	>5 years 5 >3 – 5 years 4 >2 – 3 years 3 6 mos – 2 years 1	5	
R6	Insulation Materials and Practices:  In 500 words or less, discuss the relative advantages and limitations of using different insulation materials for all applicable housing envelope components in the above mentioned base case described in R4.  Use at least three (3) different commercially available insulation	6 points - Ability to Analyze 3 points – Identification of insulation materials	9	
R7	materials for your analysis.  Summary:  In 500 words or less, describe how your organization's current business activities would compliment or enhance NRCan's QA process.	<b>5 points</b> – Presentation of linkages and ideas	5	
R8	References:	2 points – Interpersonal skills 2 points – punctuality 2 points – expertise in housing energy	6	

Item	Point Rated Requirement	Points Breakdown	Max Points	Cross reference to Bidders Proposal and/or CV
		efficiency		
R9	Grammar and Spelling:	1 point will be deducted from each identified error	5	
Total	Points Available:		63	
Total	Points Needed to be Considered Compliant (75%)		47	

#### 1.1.3 Written Exam

Proposals meeting Mandatory Requirement and achieving the minimum required score in the Point Rated Requirements will be considered eligible for the written exam.

#### **ENERGY EVALUATION EXAMINATION REQUIREMENT**

Each Offeror and their proposed resource(s) MUST pass a written energy evaluation exam (date to be determined).

#### TRAINING ATTENDANCE REQUIREMENT

Each Offeror and their proposed resource(s) MUST be available to attend a training session (webinar, conference call, or onsite) on housing program QA procedures provided by NRCan. The date and method/location of the training session will be determined once the Offeror and their proposed resource(s) have successfully passed the written exam.

NRCan will reimburse pre-approval travel expenses (only) to the training participants as per Treasury Board Guidelines at this website: http://publiservice.gc.ca/travel e.html

#### 1.2 Basis of Selection

Supply Arrangements will be awarded only to those Offerors who pass all Mandatory Requirements, achieve the minimum required score in the Point Rated Requirements and pass the written exam.

## **PART 5 - CERTIFICATIONS**

Suppliers must provide the required certifications to be issued a Supply Arrangement (SA). Canada will declare an Arrangement non-responsive if the required certifications are not completed and submitted at time of bid closing.

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The certifications provided by Suppliers to Canada are subject to verification by Canada at all times. Canada will declare an arrangement non-responsive, or will declare a contractor in default if any certification made by the Supplier is found to be untrue whether made knowingly or unknowingly during the arrangement evaluation period, or during the period of any supply arrangement arising from this RFSA and any resulting contracts.

The Supply Arrangement Authority will have the right to ask for additional information to verify the Supplier's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Supply Arrangement Authority will render the arrangement non-responsive, or constitute a default under the Contract.

## 1. Certifications Required with the Arrangement

Suppliers must submit the following duly completed certifications as part of their arrangement.

#### 1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Supplier must provide with its arrangement, a completed <u>Declaration Form</u> (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 Supply Arrangement

## 2.1 Integrity Provisions – List of Names

Suppliers who are incorporated, including those submitting an arrangement as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Supplier.

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

Suppliers submitting an arrangement as societies, firms or partnerships do not need to provide lists of names.

#### 3. Additional Certifications Precedent to Issuance of a Supply Arrangement

#### 3.1 Former Public Servants

Contracts with 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 spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

#### **Definitions**

For the purposes of this clause,



"Former public servant" means a 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 and includes:

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(a) An individual;

Start date:

- (b) An individual who has incorporated;
- (c) A partnership made up of former public servants; or
- (d) 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 Public Service.

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

#### Former Public Servant (FPS) in Receipt of a Pension

Is the	Bidder a FPS in receipt of a pension as defined above? YES ( ) NO ( )
If so,	the Bidder must provide the following information:
(a) (b)	Name of former public servant:  Date of termination of employment or retirement from the Public Service
form	oviding this information, Suppliers agree that the successful Supplier's status, with respect to being a er public servant in receipt of a pension, will be reported on departmental websites as part of the published ctive disclosure reports in accordance with <a href="Contracting Policy Notice">Contracting Policy Notice</a> : 2012-2 and the <a href="Guidelines on the ctive Disclosure of Contracts">Guidelines on the ctive Disclosure of Contracts</a>
Work	Force Reduction Program
	Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction ram? YES ( ) NO ( )
If so,	the Bidder must provide the following information:
(a) (b) (c) (d)	Name of former public servant:  Conditions of the lump sum payment incentive:  Date of termination of employment:  Amount of lump sum payment:  Pate of pay on which lump sum payment is based:
(e) (f)	Rate of pay on which lump sum payment is based:  Period of lump sum payment including:

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder 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 Bidder must, upon request from the Supply Arrangement Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

Signature of Authorized Company Official Date

#### 3.3 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with the arrangement, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Supplier to be true and accurate.

The Bidder shall have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or corporate body, the Bidder shall provide a statement indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business.  3.4.1 Joint Venture  A joint venture is an association of two or more parties who temporarily combine their money, property, knowledge, or other resources in a joint business enterprise. There are two types of joint ventures, the incorporated joint venture and the contractual joint venture, i.e., formed through a contractual agreement between the parties. The following information should be provided with the proposal: type of joint venture (incorporated or contractual), the names and addresses of the members of the joint venture.
corporate body, the Bidder shall provide a statement indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business.  3.4.1 Joint Venture  A joint venture is an association of two or more parties who temporarily combine their money, property, knowledge, or other resources in a joint business enterprise. There are two types of joint ventures, the incorporated joint venture and the contractual joint venture, i.e., formed through a contractual agreement between the parties. The following information should be provided with the proposal: type of joint venture.
A joint venture is an association of two or more parties who temporarily combine their money, property, knowledge, or other resources in a joint business enterprise. There are two types of joint ventures, the incorporated joint venture and the contractual joint venture, i.e., formed through a contractual agreement between the parties. The following information should be provided with the proposal: type of joint venture.
knowledge, or other resources in a joint business enterprise. There are two types of joint ventures, the incorporated joint venture and the contractual joint venture, i.e., formed through a contractual agreement between the parties. The following information should be provided with the proposal: type of joint venture
If a Contract is awarded to a contractual joint venture all members of the joint venture shall be jointly and severally or solidarily liable for the performance of the contract.
3.5 Written Consent to Submit Resource(s)
The Offeror acknowledges that thy have the written consent of all proposed resources to submit them for requirement.
Signature of Authorized Company Official Date
3.6 Aboriginal Designation
An Aboriginal business, which can be:
<ul> <li>i. a band as defined by the Indian Act</li> <li>ii. a sole proprietorship</li> <li>iii. a limited company</li> <li>iv. a co-operative</li> <li>v. a partnership</li> </ul>
vi. a not-for-profit organization

OR

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

This is to confirm:

	ur Company is an Aboriginal Fi ur Company is NOT an Aborigi		e	
Signat	ure of Authorized Company Offic	rial	Date	
3.7	Integrity Provisions – Certific		bacc	
A)	Declaration of Convicted C	Offences		
bidde			nvicted Offences of the General <b>Conditions 2035</b> , then Form, to be given further consideration in the	
condi		egrity-provisions-contr	cy-and-guidelines/standard-acquisition-clauses-and- act under Section 41 – Integrity Provision of The -07-03).	
B)	List of Names			
a com propr	plete list of names of all indiv	viduals who are curren Iding as a joint venture	a joint venture, must provide, prior to contract award tly directors of the bidder. Bidders bidding as sole a, must provide the name of the owner(s). Bidders provide lists of names.	,k
Certif	ication:			
for th PSPC am av	e department to confirm my as part of the validation proce	ent #1 to this Certificat eligibility to receive a c ess, and the results of issing information cou	) certify that I have read and understand the ion. I understand that any information I submit in ord contract may be shared and used by NRCan and /or verification may be publicly disseminated. Moreover, ld result in the cancellation of my bid as well as a	
—— Name	2			
Board	d of Directors:			

*	Natural Resources Canada	Ressources naturelles Canada	RFSA Number: NRCan-5000011630 - REFRE	:SH
			<del></del>	
Signature	e of Authorized Com	pany Official	 	



## PART 6 – SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES

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# A) SUPPLY ARRANGEMENT

#### 1. Arrangement

The Supply Arrangement covers the Work described in Annex "A" – Statement of Work.

## 2. Security Requirement

There is no security requirement associated with this request or any subsequent Supply Arrangements and/or Contracts.

#### 3. Standard Clauses and Conditions

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

#### 3.1 General Conditions

**2020 (2015-09-03) - General Conditions – Supply Arrangements - Goods or Services**, apply to and form part of the Supply Arrangement.

Section 1 of 2020 (2015-09-03) – Interpretation, should be amended as follows:

DELETE: Public Works and Government Services Canada

INSERT: Natural Resources Canada

## 3.2 Supplemental General Conditions

#### 3.2.1 International Sanctions

- 1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.
- 2. The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.
- 3. The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Canada in accordance with section 30.

#### 3.2.2 Dispute Resolution

#### Mediation

If a dispute arising from this contract cannot be settled amicably through negotiation, then the parties agree in good faith to submit the dispute to mediation as administered by the Arbitration and Mediation Institute of Canada Inc. (AMIC). The parties acknowledge receipt of the rules of AMIC. The cost of mediation shall be borne equally by the parties.

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#### **Arbitration**

If the parties cannot resolve the dispute through mediation within sixty (60) days, the parties agree to submit the dispute to arbitration pursuant to the Commercial Arbitration Act (Canada). The party requesting such arbitration shall do so by written notice to the other party/parties. The cost of the arbitration and fees of the arbitrator shall be borne equally by the parties. The arbitration shall take place in the city where the contractor carries on business before a single arbitrator to be chosen jointly by the parties. If the parties cannot agree on the choice of arbitrator within thirty (30) days of written notice to submit the dispute to arbitration, each party will choose a representative who will select the arbitrator.

The parties may determine the procedure to be followed by the arbitrator in conducting the proceedings, or may ask the arbitrator to do so. The arbitrator shall issue a written award within thirty (30) days of hearing the parties. The award may be entered in any court having jurisdiction and enforced as a judgment of that court.

#### Meaning of "Dispute"

The parties agree that the word "dispute" in this clause refers to a dispute of fact or of law, other than a dispute of public law.

Organizations are encouraged to select from one of the following two options:

#### Option 1:

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act will, on request or consent of the parties to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at <a href="mailto:boa.opo@boa.opo.gc.ca">boa.opo.gc.ca</a>.

#### Option 2:

Each party hereby:

- a) consents to fully participate in and bear the cost of any dispute resolution process proposed by the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act to resolve a dispute between the parties respecting the interpretation or application of a term or condition this contract; and
- b) agrees that this provision shall, for purposes of section 23 of the Procurement Ombudsman Regulations, constitute such party's agreement to participate in and bear the cost of such process.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

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#### 3.2.3 Withholding Tax of 15 Percent (%)

The Contractor agrees that, pursuant to the provisions of the Income Tax Act, Canada is empowered to withhold an amount of 15% of the price to be paid to the Contractor, if the Contractor is a non-resident Contractor as defined in said Act. This amount will be held on account with respect to any liability for taxes which may be owed to Canada.

#### 3.2.4 Foreign Nationals (Canadian Contractor)

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

#### 3.2.5 Foreign Nationals (Foreign Contractor)

The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

#### 3.2.6 Values and Ethics

In carrying out the Work under the terms and conditions of this Contract, the Contractor shall adhere to the provisions and practices of the Values and Ethics Code for the Public service (2003), namely, but not restricted to, the provisions pertaining to Respect for Diversity, Human Dignity and People Values. The following link provides the policy reference: <a href="http://www.tbs-sct.gc.ca/pubs">http://www.tbs-sct.gc.ca/pubs</a> pol/hrpubs/tb 851/vec-cve-e-eng.asp

#### 3.2.7 Closure of Government Offices

Contractor employees are personnel of the Contractor and are paid by the Contractor on the basis of services rendered. Where Contractor's employees are providing services on government premises pursuant to this contract and the said premises become non-accessible due to evacuation or closure of government offices and consequently no work is being performed as a result of the closure, Canada will not be liable for payment to the Contractor for the period of the closure.

#### 4. Term of Supply Arrangement

#### 4.1 Term of Supply Arrangement

The period of the Supply Arrangement shall be from April 1, 2016 to March 31, 2017.

#### 4.2 Option to Extend the Supply Arrangement Period

The Contractor grants to NRCan the irrevocable option to extend the period of the Arrangement for up to **four (4)** additional **twelve (12)** month periods, under the same terms and conditions stated in the Supply Arrangement.

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The option may only be exercised by the Supply Arrangement Authority, at the request of the Project Authority, and will be evidenced, for administrative purposes only, through a contract amendment. NRCan may exercise the option, or any extension thereof, at any time by written notice to the Contractor at least 30 calendar days prior to the contract expiry date.

#### 4.3 On-Going Opportunity for Qualification

A Notice of Proposed Procurement (NPP) will be posted on Buy and Sell by NRCan every twelve (12) months. This NPP will permit additional Suppliers to submit offers to become Supply Arrangement Holders and to be authorized a Supply Arrangement for the provision of the required services on an "as and when requested" basis of the refresh.

#### 4.4 Estimated Utilization and Volume – Supply Arrangement

It is currently estimated that the total amount that could be called up by NRCan against the proposed Supply Arrangement would be approximately \$100,000.00 per year for a total usage not to exceed \$400,000.00 for the entire duration of the RFSA. The anticipated dollar value of individual contracts will vary by requirement.

## 5. Notification of Withdrawal from the Supply Arrangement

- 5.1 In the event that an SA Holder wishes to withdraw from this SA, the SA Holder shall advise the NRCan SA Authority, in writing of its desire to be removed from the SA Holders list and withdraw the SA. After receipt of such notice, the SA Authority will remove the SA Holder from the SA Holders list and consider the SA arrangement no longer valid. The SA Holder acknowledges that its withdrawal from the SA Holders list and SA will not affect any Contracts entered into prior to the receipt by the NRCan SA Authority of such notice.
- 5.2 If during the course of the SA the NRCan SA Authority becomes aware that the contractor is in violation of the terms and conditions of this SA or any resulting Contract, NRCan may withdraw the SA Holder from the SA Holders list and remove authorization to use the SA, in the manner set-out below or take other appropriate action.
- 5.3 NRCan may, by giving thirty (30) days written notice to the SA Holder, withdraw the SA Holder from the SA Holders list and remove authorization from the project authority to use the SA. NRCan acknowledges that withdrawal of the SA Holder from the SA Holders list and removal of authorization to use the SA will not, through this action alone, affect any contracts made prior to the issuance of such notice.
- 5.4 Conditions which may result in withdrawal of authorization to use the SA include:
  - 5.4.1 Documented history of chronic poor contract performance.

The NRCan SA Authority will meet directly or via teleconferencing with the contractor and the designated contracting authority within thirty (30) days after reported instances of poor service

performance. If, after meeting with the Contractor, the situation is not improved within the next thirty (30) days, the SA Holder may be withdrawn from the SA Holders list, and authorization to the project authority/contracting authority to use the SA will be withdrawn; or,

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5.4.2 Documented history of chronic late contract performance.

The NRCan SA Authority will meet directly or via teleconferencing with the contractor and the designated contracting authority within thirty (30) days after reported instances of late contract performance. If, after meeting with the contractor the performance is not improved within the next thirty (30) days, the SA Holder may be withdrawn from the SA Holders list, and authorization to the project authority/contracting authority to use the SA will be withdrawn; or,

5.4.3 Documented history of chronic violation of any of the specific terms and conditions detailed in this SA.

The NRCan SA Authority will meet directly or via teleconferencing with the contractor and the designated contracting authority within thirty (30) days after reported instances of any such violation. If, after meeting with the contractor, the situation is not improved within thirty (30) days, the SA Holder may be withdrawn from the SA Holders list, and authorization to the project authority/contracting authority to use the SA will be withdrawn;

- 5.5 Each reported instance of violation will be investigated by the NRCan SA Authority to confirm that the contractor is indeed in violation of the terms and conditions of the SA, or contract(s).
- 5.6 Withdrawal of authorization to use the SA, for whatever reason, does not remove the right of the NRCan SA Authority or the project authority/ contracting authority to pursue other measures that may be available.

#### 6. **Authorities**

#### 6.1 Supply Arrangement Authority

The Supply Arrangement Authority is:

#### **Valerie Holmes**

**Procurement Specialist Natural Resources Canada** 580 Booth Street, 5<sup>th</sup> Floor Ottawa, Ontario K1A 0E4

Telephone: 343-29-8371 Facsimile: 613-947-5477

Email: valerie.holmes@canada.ca

The Supply Arrangement Authority is responsible for the issuance of the Supply Arrangement, its administration and its revision, if applicable.

#### 6.2 Supplier's Representative

Name: Title: Organization: Address:			
Telephone:			
Facsimile:			
Fmail·		•	

#### 7. Identified Users

The Identified user is: Natural Resources Canada

## 8. 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.

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- a) The Articles of the Supply Arrangement
- b) The General Conditions 2020 (2015-09-03) General Conditions Supply Arrangement Goods or Services
- c) The supplemental general conditions identified herein
- d) Annex "A" Statement of Work
- e) Annex "B" Report Card
- f) The Supplier's Arrangement dated \_\_\_\_\_

#### 9. Certifications

#### 9.1 Compliance

Compliance with the certifications provided by the Offeror is a condition of authorization of the Supply Arrangement and subject to verification by Canada during the term of the Supply Arrangement and of any resulting contract that would continue beyond the period of the Supply Arrangement. In the event that the Offeror does not comply with any certification or 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 Supply Arrangement.

#### 10. Applicable Laws

The Supply Arrangement (SA) and any contract resulting from the Supply Arrangement must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

# **B)** BID SOLICITATION

#### 1. Bid Solicitation Documents

The bid solicitation will contain, as a minimum, the following:

- a) Security Requirement (if applicable);
- b) A complete description of the Work to be performed;
- c) 2003 (2015-07-03) Standard Instructions Goods o Services Competitive Requirements;
- d) Bid Preparation Instructions
- e) Instructions for the submission of bids (address for submission of bids, bid closing date and time);

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- f) Evaluation procedures and Basis of Selection;
- g) Financial Capability (if applicable)
- h) Certifications
- i) Conditions of the Resulting Contract

#### 2. Bid Solicitation Process

- 2.1 Bids will be solicited for specific requirements within the scope of the Supply Arrangement (SA) from suppliers who have been issued a SA.
- 2.2 The bid solicitation will be sent directly to suppliers.

#### 3. Overview of the Procurement Process

This RFSA is the first of a **three-step** procurement process. At Step 1, the procurement framework for subsequent contracts will be detailed. Suppliers will be evaluated against all criteria contained herein as described in Part 4 – Evaluation Procedures and Basis of Selection and SA's will be issued to those suppliers who are deemed compliant for all the criteria. At Step 2, a written exam will be administered and scored and Step 3, Contracts will be issued based on the framework as requirements are known.

#### Step 1 – Request for Supply Arrangement (RFSA) and Issuance of Supply Arrangements

For Step 1, this competitive RFSA is issued on the Government Electronic Tendering System (GETS), also known as BUY AND SELL (hereinafter referred to as BUY AND SELL). The Evaluation will be conducted in two (2) phases as described in Part 4 – Evaluation Procedures and Basis of Selection.

The SA's will be available for use upon signature by NRCan and will be effective on the same date for a period of one (1) year, with four (4) additional one (1) year option periods. A Supplier will be deemed to have been added to the SA Holders list(s) upon signature of SA.

#### Step 2 – Written Exam

For Step 2, a written exam will be administered to all Bidders who pass Step 1.

#### Step 3 – Issuance of Contracts and Request for Proposals (RFPs)

For Step 2, Contracts will be entered into in accordance with the framework described in the Statement of Work, during the term of the SA.



#### Thresholds for Directed (Sole Source) Contracts and Competed Requirements

#### 1. Requirements estimated at \$25,000 or less, GST/HST included

The SA Authority (Contracting Authority) or the Project Authority (acting as Contracting Authority as authorized by the SA Authority) may direct the requirement to a specific SA Holder as per the current Treasury Board Secretariat contracting policy. The Project Authority will be required to provide a rationale for his/her selection of Supplier on the file for audit trail purposes.

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#### 2. Requirements estimated over \$25,000 but less than \$250,000, GST/HST included

A minimum of three (3) SA Holders, in a given region, will be invited to submit bids. The SA Authority will invite one (1) or more from the list at random.

Response Period: SA Holders will have a minimum of forty-eight (48) hours from the date of invitation to submit bids.

Any requirements equal to or exceeding \$70,000.00 will be posted as a Notice of Proposed Procurement (NPP) on BUY AND SELL for forty-eight (8) hours.

# C) RESULTING CONTRACT CLAUSES

#### 1. Statement of Work

The Contractor must perform the work in accordance with the Statement of Work at Annex "A" and the Contractor's technical proposal, dated \_\_\_\_\_\_.

#### 2. 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.

The following documents form part of and are incorporated into this contract:

- a) The Articles of Agreement;
- b) The Request for Supply Arrangement
- c) The General Conditions Medium Complexity Services 2035 (2015-07-03);
- d) The supplemental general conditions identified herein;
- e) Annex "A", Statement of Work;
- f) Annex "B", Terms of Payment
- g) Annex "C", Report Card;
- h) The Contractor's bid dated \_\_\_\_\_.

#### 3. Term of Contract

## 3.1 Period of the Contract

The period of the Contract is from date of Contract award to \_\_\_\_\_\_ inclusive.

#### 4. Contract Amount

- 4.1 Subject to the terms and conditions of this contract and in consideration for the performance of the work, Her Majesty shall pay to the Contractor a sum not to exceed \$ \_\_\_\_\_\_ (\$ \_\_\_\_\_ GST/HST included). (provided at time of contract award)
- 4.2 In accordance with Section 33 of the Financial Administration Act, payment under the contract is subject to there being an appropriation for the particular service for the fiscal year in which any commitment hereunder would come in course of payment.

#### 5. Standard Clauses and Conditions

Notwithstanding that they have not been expressly articulated, all clauses and conditions identified in the Contract by number, date and title are applicable and are set out in the Standard Acquisition Clauses and Conditions Manual (<a href="http://sacc.pwgsc.gc.ca/sacc/index-e.jsp">http://sacc.pwgsc.gc.ca/sacc/index-e.jsp</a>) issued by Public Works and Government Services Canada.

#### 5.1 General Conditions

**General Conditions - Professional Services - Medium Complexity 2035 (2015-07-03)** apply to and form part of the Contract. As applicable, replace references to Public Works and Government Services Canada (PWGSC) with Natural Resources Canada (NRCan).

#### 5.2 Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

#### 5.3 Intellectual Property

The contract will not result in the development of any intellectual property.

#### 5.4 Supplemental General Conditions

The following clauses apply to this contract:

#### 5.4.1 Dispute Resolution

#### Mediation

If a dispute arising from this contract cannot be settled amicably through negotiation, then the parties agree in good faith to submit the dispute to mediation as administered by the Arbitration and Mediation Institute of Canada Inc. (AMIC). The parties acknowledge receipt of the rules of AMIC. The cost of mediation shall be borne equally by the parties.

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#### **Arbitration**

If the parties cannot resolve the dispute through mediation within sixty (60) days, the parties agree to submit the dispute to arbitration pursuant to the Commercial Arbitration Act (Canada). The party requesting such arbitration shall do so by written notice to the other party/parties. The cost of the arbitration and fees of the arbitrator shall be borne equally by the parties. The arbitration shall take place in the city where the contractor carries on business before a single arbitrator to be chosen jointly by the parties. If the parties cannot agree on the choice of arbitrator within thirty (30) days of written notice to submit the dispute to arbitration, each party will choose a representative who will select the arbitrator.

The parties may determine the procedure to be followed by the arbitrator in conducting the proceedings, or may ask the arbitrator to do so. The arbitrator shall issue a written award within thirty (30) days of hearing the parties. The award may be entered in any court having jurisdiction and enforced as a judgment of that court.

Meaning of "Dispute"

The parties agree that the word "dispute" in this clause refers to a dispute of fact or of law, other than a dispute of public law.

Organizations are encouraged to select from one of the following two options:

#### Option 1:

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act will, on request or consent of the parties to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

## Option 2:

Each party hereby:

c) consents to fully participate in and bear the cost of any dispute resolution process proposed by the
 Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and
 Government Services Act to resolve a dispute between the parties respecting the interpretation or
 application of a term or condition this contract; and

d) agrees that this provision shall, for purposes of section 23 of the Procurement Ombudsman Regulations, constitute such party's agreement to participate in and bear the cost of such process.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

#### 5.4.2 Values and Ethics

In carrying out the Work under the terms and conditions of this Contract, the Contractor shall adhere to the provisions and practices of the Values and Ethics Code for the Public service (2003), namely, but not restricted to, the provisions pertaining to Respect for Diversity, Human Dignity and People Values. The following link provides the policy reference. http://www.tbs-sct.gc.ca/pubs\_pol/hrpubs/tb\_851/vec-cve-eng.asp

#### 5.4.3 Closure of Government Offices

Contractor employees are personnel of the Contractor and are paid by the Contractor on the basis of services rendered. Where Contractor's employees are providing services on government premises pursuant to this contract and the said premises become non-accessible due to evacuation or closure of government offices and consequently no work is being performed as a result of the closure, Canada will not be liable for payment to the Contractor for the period of the closure.

#### 6. **Security Requirement**

There is no security requirement associated with this contract. There work is unclassified.

#### 7. **Authorities**

#### 7.1 **Contracting Authority**

The Contracting Authority for the Contract is:

Name: **Valerie Holmes** 

**Procurement Specialist** Title: Organization: Natural Resources Canada

580 Booth Street, 5<sup>th</sup> Floor, Room 5-D6-3 Address:

Ottawa, Ontario, K1A 0E4

Telephone: (343) 292-8371 (613) 947-5477 Facsimile:

E-mail address: valerie.holmes@canada.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

#### 7.2 Project Authority

The Project Authority for the Contract is: < Provided at time of Contract Award>

Name:

Ressources naturelles

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Title:

Organization: Address:

Telephone: Facsimile:

E-mail address:

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

#### 8. Certifications

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## 9. Applicable Laws

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

# ANNEX "A" - STATEMENT OF WORK

#### SW1 Definitions

In this document:

**Request for Supply Arrangement (RFSA):** Are the solicitation documents used to seek proposals or bids from potential suppliers.

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**Supply Arrangement (SA):** An SA is not a contract, and it does not constitute an offer. An SA is a non-binding agreement between the government and a pre-qualified supplier that allows departments to solicit bids and award contracts from a pool of pre-qualified suppliers for a specific requirement within the scope of the SA. An SA functions like a source list of qualified suppliers for a range of goods and services.

**Proposal:** Also known as the **Bid**, is the formal response to the RFSA for consideration as a potential supplier according to the instructions in the BUY AND SELL advertisement and as outlined in the context of this document.

**Offeror:** Also known as the **Bidder, Candidate or Applicant,** is the sole individual, partnership, company, firm or organization who formally responds to this RFSA via proposal submission as per the instructions in the BUY AND SELL advertisement and as outlined in the context of this document.

If a company, firm or organization applies, a main contact or representative (of the company, firm or organization) must be identified in the proposal for the RFSA and also must comply with and complete ALL phases of the RFSA process.

Administrative personnel or other personnel within a company, firm or organization who will not be providing the QA auditing services as outlined in this document are NOT eligible to submit the proposal on behalf of that company, firm or organization and are NOT authorized to be the main contact or representative of that company, firm or organization as outlined in the context of this document.

**Resource(s):** Are additional personnel within a company, firm or organization (aside from the Offeror) that can ALSO provide the QA auditing services outlined in this document. All proposed resources MUST meet all mandatory criteria within the RFSA, obtain required minimum points under the rated criteria and complete ALL phases of the RFSA process.

**Quality Assurance Auditor (QAA):** A person who undertakes quality assurance audit activities on behalf of NRCan on service organizations and their energy advisors to assess customer satisfaction and the accuracy of files to ensure consistency in the delivery of the energy evaluation service across Canada.

**Contractor:** Also known as a **QAA or Supplier** is the holder of an SA with NRCan.

**Quality Assurance (QA):** Systematic set of activities planned in order to have adequate confidence that NRCan's housing programs are delivered to meet all quality requirements.

**Energy Advisor (EA):** Also known as an energy evaluator; are qualified individuals recognized and certified by NRCan who perform residential energy assessments and may recommend energy efficiency improvements to the homeowner within the framework of the delivery of NRCan's residential housing programs. Energy advisors can either be employee or sub-contractors of the service organization licensees.

**Service Organization (SO):** Any organization or person, whose role, under a license agreement with NRCan; the licensor, is to implement and deliver NRCan's housing programs and energy assessment service.

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Region: means a province or territory in Canada.

SW2 Scope

#### SW2.1 Purpose

The objective of this RFSA is to establish a pool of qualified QAA candidates capable of providing QA auditing services for NRCan's housing programs and to perform miscellaneous QA tasks such as, but not limited to, reviewing QA related reports and unscheduled QA as the need arises.

By means of this RFSA, NRCan will create a Supply Arrangement (SA) for qualified Offerors interested in providing QA services in any one or more of the following regions:

- Newfoundland/Labrador
- Prince Edward Island
- Nova Scotia
- New Brunswick
- Quebec
- Ontario
- Manitoba
- Saskatchewan
- Alberta
- British Columbia
- Northwest Territories
- Yukon Territory
- Nunavut

Offerors must indicated the regions or area(s) within that region in which they CAN provide QA services. Offerors who are providing energy assessment services or in-house QA audits for an SO in a given region or area(s) within that region CANNOT apply to deliver QA services in that same region or area(s) within that region. Offerors who are found by NRCan to be in conflict with a specific region or area(s) within that region will be disqualified from the contract in question.

#### SW3 Background

#### SW3.1 Housing Program

Housing programs are based on the 'house is a system' principle. This principle recognizes that a change made to one (1) component of a house can affect other components and that the comfort, health and safety of occupants, as well as the long-term integrity of the structure, must be primary considerations in renovation as well as new housing construction. Standard calculation procedures are used to analyse data about a house and to produce an energy efficient rating based on a home's estimated annual energy consumption.

#### SW3.2 Quality Assurance Auditing of Housing Programs

The objective of QA are to ensure that accurate and consistent energy efficiency evaluations are performed by knowledgeable EA's, that clients receive quality services with which they are satisfied, that corrective measures are taken to rectify all problems found and that all NRCan guidelines and procedures are followed by licensees.

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QA ensures the integrity, transparency and accountability of work produced under all NRCan housing program initiatives across Canada. The QA process validates overall program performance, effectiveness and compliance of procedures and guidelines within a specific time period. It also protects the interests of Canadian homeowners and provincial stakeholders who rely on the ERS label.

NRCan will contract QAA's to implement its QA program across Canada. The NRCan QA program consists of five (5) levels:

#### Level 1 – Homeowner Survey

A Level 1 homeowner survey is undertaken to assess the strengths, weaknesses and benefits associated with the EnerGuide Rating System. It can be administered by telephone or mail-out on a selected group of homeowners to effectively determine their level of satisfaction with the ERS service and measure EA adherence to NRCan housing program protocols and procedures.

#### Level 2 - File Assessment and Data Entry Verification

A Level 2 file assessment verifies that the mandatory documentation is available to support the house file in order to assess: The accuracy of data input between the data collected on-site by the EA and the modeling produced in the electronic house file (HSE), that the modeling is correct and that it adheres to NRCan protocols and procedures and that the results are contained in the homeowner report.

#### Level 3 - On-Site Evaluation (with the EA):

A Level 3 On-Site QA audit is an energy evaluation that is performed in parallel with the EA. The EA is accompanied to the on-site evaluation where their evaluation procedures are observed and assessed. The goal is to determine if the EA is performing an accurate ERS evaluation according to NRCan housing program protocols and procedures.

#### Level 4 – On-Site Evaluation (without the EA):

A Level 4 On-Site QA audit is an energy evaluation that takes place without the presences of the EA. The goal is to determine if the EA performed an accurate ERS evaluation according to NRCan housing program protocols and procedures. It usually takes place after EA has completed the work in the house and after the homeowner has moved in.

#### Level 5 – Incentive Documentation Verification:

A Level 5 file assessment ensures that all mandatory file documentation is available.



SW3.3 Miscellaneous OA

The objective of this requirement is to perform miscellaneous QA tasks not specifically mentioned in SW3.2, such as, but not limited to, reviewing QA related reports and unscheduled QA auditing activities for all levels as the need arises.

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## SW4 NRCan Housing Program Documentation

NRCan housing program documentation with respect to technical and administrative procedures for all active housing programs can be found using the link and login information found below in SW4.1. It will be available for the duration of the RFSA contained on BUY AND SELL.

#### SW4.1 File Exchange Server

https://fileexchange.nrcan.gc.ca

To log on:

Username: erhrc\_user Password: 5YYukk5

## SW5 Data Processing Equipment

Offerors must have internet access and a valid email account for the duration of the SA. Offerors must possess a computer system with the following characteristics as indicated.

Minimum Requirements:

#### Windows:

Windows 7 (Latest Service Pack, 32/64 Bit), Intel Core DUO or AMD Athlon 64 X2, 2GB RAM

#### Macintosh:

Mac OS X 10.6 – 10.8 (Latest update), Intel Core DUO, 2GB RAM

Microsoft Office (2003 – 20xx) 5GB of free hard drive space

Note: If only using an Apple computer, you will have to install and run a licensed copy of Windows via Boot Camp in order to run HOT2000, as HOT2000 is only supported by Windows. Boot Camp is a software utility included with Mac OS X that allows you to run compatible versions of Microsoft Windows on an Intel-based Mac at native speeds. Other third-party alternatives are also available.

#### SW6 QA Contracts

From the list of SA Holders, a contract will be issued to a QAA Offeror for the provision of QA services on an 'as and when requested' basis.

When requested by NRCan to perform QA auditing, the QAA will conduct audits of houses or files assigned by NRCan from its database. QA audits will be performed in accordance with documentation referred to in SW4.1.

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When requested by NRCan, the QAA will conduct miscellaneous QA related tasks assigned by NRCan. NRCan will provide specific guidelines and directives to the chosen QAA for the completion of the task.

#### SW7 Deliverables

The QAA must prepare and submit the following documents to NRCan as part of their QA:

- a) QA template forms provided by NRCan, detailing the results of the audit, including:
  - Level 1 Homeowner File Assessment Checklist
  - Level 2, 3, or 4 Quality Assurance File Assessment Checklist
  - Level 2 Post-Retrofit Evaluation Upgrades Verification Checklist (if applicable)
  - Level 2, 3, or 4 Quality Assurance Summary Report
  - Level 5 Post-Retrofit Evaluation documentation Verification Checklist (if applicable)
- b) Level 2, 3, 4, or 5 QA Summary Report detailing the following:
  - Specific file issues
  - Proposed recommendations (if applicable)
  - Summary of the identified error/issue
  - Summary of general trends and repeated errors

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

After the completion of <u>each</u> contract, a Report Card will be provided to the Contractor detailing and evaluating their performance. This Report Card will be used to determine the Contractor's ability to provide excellent service. Failure to pass the Report Card could result in the Supplier being penalized for their performance. Such penalties could result in one or more of the following:

- May not be invited to participate in up to the next three (3) requirements;
- Withholding of payments until work is found to be satisfactory to the Project Authority;
- Termination of Supply Arrangement.

For more details, please refer to Annex "B" – Report Card.

Following the delivery of each Contract, NRCan will be evaluating Contractors on their performance and deliverables in the form of a Report Card. Contractors will be evaluated based on the following details:

#### Content

Content of the deliverables should be of quality that is technically accurate and comprehensive to all target audiences. As such, all facts stated as substantiated and contain an adequate level of detail that can be easily understood and not require further or more in depth clarification for comprehension.

#### **Administrative**

The deliverables were submitted to NRCan in a professional manner, grammatically accurate, no spelling and formatting error.

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#### **Punctuality**

The deliverables are remitted to NRCan according to the objective, tasks and timeframe as outlined in the Statement of Work in the duly signed procurement service contract.

#### SW8 Confidentiality

The QAA must maintain proper safeguarding measures to ensure that all information received and produced pertaining to the work remain confidential.

#### SW9 Contractor's Obligations

In addition, the Contractor shall:

- Keep all documents and proprietary information confidential
- Return all materials belonging to NRCan upon completion of the contract, if necessary
- Attend meetings with stakeholders, if necessary
- Participate in teleconferences, if necessary
- Maintain all documentation in a secure area
- Participate in training activities when such activities occur

The QAA must be available to meet (by teleconference, videoconference if outside of the National Capital Region (NCR) with NRCan or its representatives to discuss QA issues and make suggestions or recommendations to NRCan to improve the effectiveness of the QA procedures.

The Contractor must submit all work to NRCan within the dates specified in the respective contracts. The late submission of three (3) or more QA reports by the Contractor to NRCan will be subject to terms and conditions set out under Section 5.4.2.

## SW10 NRCan's Obligations

NRCan will provide to each Contractor:

- The URL, user name and password to access the QA auditor's web application and pertinent documents
- A copy of HOT2000<sup>1</sup> residential energy analysis software
- Training by webinar or conference call on use of NRCan QA forms/templates for reporting on QA
- Any additional training or material required to perform miscellaneous QA tasks
- After the completion of <u>each</u> contract, a Report Card will be provided to the Contractor detailing and
  evaluating their performance. This Report Card will be used to determine the Contractor's ability to
  provide excellent service. Failure to pass the Report Card could result in the Supplier being penalized for
  their performance. Such penalties could result in one or more of the following:

1.

<sup>&</sup>lt;sup>1</sup> HOT2000 is an official trademark of Natural Resources Canada

- o May not be invited to participate in up to the next three (3) requirements;
- o Withholding of payments until work is found to be satisfactory to the Project Authority;

o Termination of Supply Arrangement.

For more details, please refer to Annex "B" – Report Card.



□ ANNEX "B" − REPORT CARD

# Report Card Vendor Performance On Contracts

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**Please Note:** Score of five (5) or less on three (3) individual contracts within a given fiscal year will result in termination of the supply arrangement with NRCan

Score of 3	The deliverables are of a very poor quality, which may result in withholding payment by NRCan or
	termination of the contract. The QAA company will not be invited to bid on the next three contracts.
Score of 4 or 5	The deliverables are of a poor quality, which may result in withholding payment by NRCan or
	termination of the contract. The QAA company will not be invited to bid on the next two
	contracts.
Score of 6	The deliverables are of average quality, which may result in withholding payment until the
	deliverables are satisfactory by NRCan standards. The QAA company will not be invited to bid on
	the next contract.
Score of 7	The deliverables are satisfactory. Attention should be taken in areas identified as not receiving
	maximum points
Score of 8 or 9	The deliverables are of excellent quality.

Criteria	Definition	Score
	Definition: Content of the deliverables should be of a quality that is technically accurate and comprehensive to all target audiences. As such, all facts stated are substantiated and contain an adequate level of detail that can be easily understood and not require further or more in depth clarifications for comprehension.	
Content	1 Point - The deliverables lack detail and clarity, contain technical inaccuracies, several statements are not substantiated and as a result, many questions are raised that require clarification or adjustments from the QAA. In some cases, the deliverables may need to additionally be evaluated by an NRCan technical advisor. As such, NRCan is minimally confident that the deliverables can be shared with target audiences.	
	<b>2 Points</b> - The deliverables raise a few questions that require small clarification or adjustments from the QAA and/or an NRCan technical advisor. Once clarification is attained and adjustments are made, NRCan is confident that the deliverables can be shared with target audiences.	
	<b>3 Points</b> - The deliverables are concise, technically accurate and provide adequate level of detail that can easily be understood. As such, NRCan is confident that the results can be shared with target audiences.	
	Definition: The deliverables are remitted to NRCan according to the objective, tasks and timeframe as outlined in the statement of work in the duly signed procurement service contract.	
Deliverables	1 Point - The deliverables were not submitted within the timelines identified in the statement of work in the duly signed procurement service contract. A valid reason was not provided by the QAA prior to the due-date regarding any issue nor was an extended timeframe permitted.	
and Punctuality	<b>2 Points</b> - The deliverables were not submitted within the timelines identified in the statement of work in the duly signed procurement service contract, but the QAA had contacted NRCan prior to the due-date and provided a valid justification for delay and extension for delivery.	
	<b>3 Points</b> - The deliverables were submitted within the timelines identified in the statement of work in the duly signed procurement service contract.	
	Definition: The deliverables were submitted to NRCan in a professional manner; grammatically accurate, no spelling and formatting error.	
Administrative	1 Point - The deliverables were not provided to NRCan in a professional manner. They contained several grammar, spelling and formatting errors. Time was required by NRCan staff to make corrections.	
	<ul> <li>2 Points - The deliverables contained a few grammar, spelling and/or formatting errors. A minimal amount of time was required by NRCan staff to make corrections.</li> <li>3 Points - The deliverables were provided to NRCan in a professional manner. No additional time was required by NRCan staff.</li> </ul>	
	Total Score out of 9:	