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 Bid Receiving Unit - Mailroom  
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 588 rue Booth Street  
 Ottawa, Ontario  
 K1A 0E4

**REFRESH**  
**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, un arrangement en matière d'approvisionnement au nom de client identifié ci-après

**Comments - Commentaires**

Cette demande d'arrangement en matière d'approvisionnement comprend des dispositions en matière de sécurité

**Issuing Office - Bureau de distribution**

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

Title - Sujet <b>Energy Performance Support and Facilitation Services - REFRESH</b>	
Solicitation No. - No de l'invitation <b>NRCan-5000011002</b>	Date April 04, 2016
Client Reference No. - N° de reference du client 5000011002	
Requisition Reference No. - N° de la demande 101965	
Solicitation Closes - L'invitation prend fin <b>at - à 02:00 PM EST</b> <b>on - le 16 May 2016</b>	
Address Enquiries to: - Adresse toutes questions à: <b>Valerie Holmes</b>	Buyer ID - Id de l'acheteur <b>AB4</b>
Telephone No. - No de telephone <b>(343) 292-8371</b>	Fax No. - No. de Fax <b>(613) 947-5477</b>
<i>If marked "X" please see the box to the left</i> <i>S'il ya un "X" ici, s.v.p. voir la boîte à la gauche</i>	<input checked="" type="checkbox"/> Acknowledgement copy required Accusé 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 include provisions for security. Cette Demande d'arrangements en matière d'approvisionnement comprend des dispositions en matière de sécurité.	
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur    Telephone No.: - No. de téléphone: Facsimile No.: - No. de télécopieur:	
Name and Title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature _____	Date _____



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**REFRESH:**

This is a solicitation to refresh the existing Supply Arrangement NRCan-5000011002; for the provision of Energy Performance Support and Facilitation Services to Natural Resources Canada (NRCan). 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 that are pre-qualified at the time individual RFPs are issued against this Supply Arrangement will be eligible to bid for the requested Services.



## PART 1 - GENERAL INFORMATION

### 1. Introduction

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

- 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:

- Appendix 1 to Part 4 - Project Summary Form**
- Annex "A" - Statement of Work**
- Annex "B" - Security Requirement Checklist**

and any other annexes that may apply to this RFSA.

### 2. Summary

The Federal Buildings Initiative (FBI) of Natural Resources Canada (NRCan) assists Canadian federal organizations in reducing energy and water consumption and reducing greenhouse gas emissions. The purpose of this RFSA is to pre-qualify a list of Bidders (individual firms as well as joint-ventures) according to the evaluation process stated herein. SA Holders will be required to compete to provide client facilitation and support services to federal organizations in the area of energy performance contracting.

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)

For the purposes of this RFSA, the Bidder must have overall experience in managing an energy performance contract as well as experience in facilitating energy performance contracts for institutional clients.



Natural Resources Canada will require facilitators to either undertake a full service project, encompassing all services as outlined in Annex “A”, Section 3.1.2, or will request that specific client facilitation services be carried out as required by the federal organization.

When submitting a proposal, the Bidders are therefore asked to review all of the tasks in Section 3.1.2 and to ensure that, at a minimum, they have proposed resources (either in-house, within a consortium, or sub-contractors) capable and with experience in, each of the categories of service. Bidders are advised to address these requirements in sufficient depth in their proposals to enable a thorough assessment. NRCan’s assessment will be based solely on the information contained within the proposal. NRCan may confirm information or seek clarification from Bidders. Previous experience with and/or knowledge of the Federal Building Initiative is considered an asset.

### 3. Security Requirement

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of **PROTECTED A/B**, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.
2. The Contractor/Offeror personnel requiring access to **PROTECTED** information, assets or work site(s) must **EACH** hold a valid **RELIABILITY STATUS**, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

Until the security screening of the Contractor/Offeror personnel required by this Contract/Standing Offer has been completed satisfactorily by the Canadian Industrial Security Directorate, Public Works and Government Services Canada, the Contractor/Offeror personnel **MAY NOT HAVE ACCESS** to (PROTECTED) information or assets, and **MAY NOT ENTER** sites where such information or assets are kept, without an escort.

3. The Contractor **MUST NOT** utilize its Information Technology systems to electronically process, produce or store **PROTECTED** information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of **PROTECTED A/B**.
4. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
  - (a) Security Requirements Check List and security guide (if applicable), attached at Annex “B”;
  - (b) Industrial Security Manual (Latest Edition)

### 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.



## 5. Basis for Canada's Ownership of Intellectual Property

Natural Resources Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- *To generate knowledge and information for public dissemination*

NRCan reserves the right to grant, upon written request, a license to exercise the required Intellectual Property Rights in such Canada-owned information to the successful Contractor.

For reference, the Treasury Board Site is: <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=13697>



## 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 *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada (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.

**Section 1 - Integrity Provisions - Arrangement of 2008 (2012-11-19) - Standard Instructions - Request for Supply Arrangements - Goods or Services**, is amended as follows:

UPDATE: not applicable

**Subsection 5.4 - Submission of Arrangements of 2008 (2012-11-19) - 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 (2012-11-19) - 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: 613-996-1024

The **4007 (2010-08-16) - Canada to Own Intellectual Property Rights to Foreground Information**, are incorporated by reference into and form part of the RFSA.

Notwithstanding that they have not been expressly articulated in this RFP, the following Conditions and Policies (all of which are **MANDATORY**) apply to the RFP and thereby to the issue of any resultant contract. Incorporation of this NRCAN site (that includes these documents) constitutes acknowledgement that the Bidder has read and agreed to be bound by them:

- NRCAN Prevention and Resolution of Harassment in the Workplace  
<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12414>

### 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.

**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. 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.

### **4. Applicable Laws**

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

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.





## PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS

### 1. Arrangement Preparation Instructions

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

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

**Section II:** Financial Bid - 1 hard copy, under separate cover. Prices related to the current solicitation must appear in the financial bid only and are not to be indicated in any other section of the bid; prices referenced in the financial bid should not to be repeated in any other section of the bid.

**Section III:** Certifications - 1 hard copy

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Suppliers are encouraged to:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### Section I - Technical 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 - Financial Arrangement

Bidders must submit their financial arrangement in accordance with Annex "B"- Financial Proposal. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

All bids are evaluated in Canadian currency. Therefore, for evaluation purposes, the noon rate quoted by the Bank of Canada as being in effect on date of bid closing will be applied as the initial conversion factor for the specified currency.

Canada will pay the exchange rate adjustment amount in Canadian currency using the prevailing noon rate on the date of payment by Canada.

#### Section III - Certifications

Suppliers must submit the certifications required under Part 5.



## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

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

The Mandatory Requirements listed below will be evaluated on a simple pass/fail (i.e. compliant/non-compliant) basis. Proposals which fail to meet the Mandatory Requirements will be deemed non-responsive and will be given no further consideration.

Proposals MUST demonstrate compliance with all of the following Mandatory Requirements and MUST provide the necessary documentation, as appropriate, to support compliance.

The Bidder may propose one (1) or multiple resources for each category of services.

If a contract for a supply arrangement is issued, the successful Bidder will have the opportunity to add or replace resources at any time, providing that a CV identifying the skills and competencies of the resources are well documented, and are supplied to the Project Authority before the start of any project. All additional or replacement personnel will be evaluated based on the mandatory and point rated criteria of this RFSA. These criteria must be met at all times for the duration of the supply arrangement.

#### 1.1 Technical Evaluation

##### 1.1.1 Mandatory Technical Criteria

##### Energy Performance Contracting Facilitation Services

The Bidder may propose one (1) or multiple resources. Should the Bidder wish to replace any of the proposed resources at any time after the SA has been signed, they must submit the same information provided originally for that resource. All additional or replacement personnel will be evaluated on the Mandatory and Point Rated Criteria of this RFSA. These criteria MUST be met at all times for the duration of the SA.

Item	Mandatory Requirement	Compliant	Proposal Page #
M1	The Bidder must provide a Curriculum Vitae (CV) of each and all proposed resources that will participate in the supply arrangement and identify the role of each team member.  Each CV should include details demonstrating any relevant activities related to facilitation services carried out by the resource and demonstrate their ability to perform the tasks as described in the Scope of Work (refer to Annex "A").	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M2	The Bidder must demonstrate that at least one of the proposed resources has a minimum of five (5) years experience in providing <u>energy performance contracting facilitation services</u> .	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M3	The Bidder must propose at least one resource to perform Opportunity Assessments *. This resource must have one	<input type="checkbox"/> Yes <input type="checkbox"/> No	



Item	Mandatory Requirement	Compliant	Proposal Page #
	<p>of the following designations:</p> <ul style="list-style-type: none"> <li>• Either a Professional Engineer (P.Eng.), a Certified Engineering Technologist (CET), or a Certified Energy Manager (CEM)</li> </ul>		
M4	One resource who performs Opportunity Assessments (see M3) must have three years of experience (or more) evaluating energy systems in buildings.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M5	<p>The bidder must have a back-up strategy (more than 1 resource) to ensure that a federal client will not be without a facilitator should the primary resource not be available.</p> <p>The back up resource must have at least the same experience to fulfill the commitment of the bidder for all the facilitation services.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M6	The bidder must provide a letter of recommendation from at least one client for whom the Bidder has undertaken energy performance contracting facilitation services.	<input type="checkbox"/> Yes <input type="checkbox"/> No	

\*Opportunity Assessment: An **opportunity assessment** also referred to as a preliminary energy audit, offers a brief, initial evaluation of a building or a group of buildings' potential for efficiency improvements and/or an energy performance contract. This assessment usually provides an inventory of energy-using equipment, a basic analysis of energy records and energy consumption patterns and a set of recommended measures to improve efficiency. A summary of the energy cost savings, implementation costs for improvements and estimated payback period are included with the recommended measures. An assessment may also identify if there are utility programs, including incentives for certain technologies or rebates for demand or consumption reductions.

### 1.1.2 Point Rated Technical Criteria

#### Energy Performance Contracting Facilitation Services

The criteria contained herein will be used by NRCan to evaluate each Proposal that has met **all** of the Mandatory Requirements. Bidders are advised to address these requirements in the following order and in sufficient depth in their proposals to enable a thorough assessment. NRCan's assessment will be based solely on the information contained within the Proposal. NRCan may confirm information or seek clarification from Bidders.

Only those Proposals which are compliant with all of the Mandatory Requirements and then achieve (or exceed) the stated Minimum Points Required for the Rated Requirements Evaluation Criteria Section, will be further considered for award of a Supply Arrangement. Proposals not meeting the Minimum Points Required will be deemed non-responsive and given no further consideration.



Item	Rated Requirements	Points Breakdown	Max Points	Demonstrated Compliance, cross reference to Resume / or to the Project Summary
R1	<p><b><u>Approach to providing energy performance contracting facilitation services to the government sector</u></b></p> <p>The Bidder should describe the approach they would use to assist a federal government client in reviewing the need for, developing and implementing an energy performance contracting (EPC) project.</p> <p>The description of the approach should include details on how the Bidder will guide the client through the EPC process and the roles of its proposed resources.</p> <p>The description of the approach should demonstrate that the Bidder understands how to develop an energy performance project, from project identification to project implementation within an institutional environment</p> <p>In the description of the approach, the Bidder should relate the description to the projects identified in R-2.</p> <p>This description should not exceed three pages.</p>	<p>To obtain full marks, all categories of facilitation services are included in the approach (as per section 3.1.2 of Annex "A")</p> <p>The description of the approach will be evaluated against the following factors:</p> <ul style="list-style-type: none"> <li>- a logical step-by-step approach which demonstrates a thorough knowledge of the energy performance contracting process as defined in Section 3.1.2 of Annex "A" ( Maximum 5 points)</li> <li>- The description identifies a clear and well explained client relationship approach (such as understanding and identifying client needs), ( maximum 3 points)</li> <li>- The description of the process includes a thorough description of the roles and responsibilities of the Bidder's resources. ( maximum 2 points)</li> </ul>	<b>10</b>	
R2	<p><b><u>Experience facilitating energy performance contracts for clients</u></b></p>	<p>The information provided in the</p>	<b>10</b>	



Item	Rated Requirements	Points Breakdown	Max Points	Demonstrated Compliance, cross reference to Resume / or to the Project Summary
	<p>The Bidder should demonstrate that they have successfully facilitated at least three (3) relevant energy performance contracting projects within the last five (5) years for the federal or provincial government or private sector.</p> <p>These projects must demonstrate the Bidder's ability to provide facilitation services to clients in the area of energy performance contracting. The Bidder must complete three (3) Project Summary Forms, one (1) for each project (refer to Appendix 1 of Part 4).</p> <p>The information provided in the project summary forms (Appendix 2 of Part 4) submitted by the Bidder shall be evaluated based on a thorough description of the following items:</p> <ul style="list-style-type: none"> <li>a) Completeness of project information</li> <li>b) Number of energy retrofit measures implemented in the projects facilitated by the Bidder</li> <li>c) Types and breadth of services provided by the Bidder</li> <li>d) Obstacles encountered in the project and how the bidder met the challenges</li> <li>e) Number of projects completed for the Government of Canada or for the government sector</li> </ul>	<p>project summary forms (Appendix 2 of Part 4) submitted by the Bidder will be evaluated based on the thoroughness of the information provided for each point.</p> <ul style="list-style-type: none"> <li>a) 5 points</li> <li>b) 1 point</li> <li>c) 2 points</li> <li>d) 1 point</li> <li>e) 1 point</li> </ul>		
R3	<p><b><u>Experience of proposed resource(s)</u></b></p> <p>As per the information provided for M-1, M-3 and R-2, the resource(s) proposed by the Bidder will be evaluated based on the below point rated criteria (R3A to R3D - combination of CV's and Project Summaries).</p> <p>The details should demonstrate how the proposed resource(s) obtained the experience and should include the following:</p> <ul style="list-style-type: none"> <li>- duration of time (e.g. months, years) and dates;</li> <li>- the role and responsibilities</li> <li>- dollar value of projects or budgets</li> <li>- description of the work, including the scope</li> <li>- evidence that the work was delivered on time and on budget</li> <li>- impact of its advice on the project results</li> </ul> <p>Each criterion below is worth a maximum of 5 points.</p> <p>All bidders are advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not be considered to be "demonstrated" for the purpose of the evaluation. All professional experience must be fully documented and substantiated in the Offer(s).</p>			



Item	Rated Requirements	Points Breakdown	Max Points	Demonstrated Compliance, cross reference to Resume / or to the Project Summary
<p>In each of the point rated criteria below, the bidder will receive <b>4 to 5 points</b> if the description :</p> <ul style="list-style-type: none"> <li>- shows that the resources meet the majority of activities in each of the point rated criteria;</li> <li>- that the descriptions are well documented and detailed with regard to the roles and the tasks, as requested in each criteria</li> <li>- that the impact of the results of each task with respect to the EPC are well understood and concisely documented.</li> </ul>				
<b>R3A</b>	<p>Undertaking Opportunity Assessments and defining client objectives: The Bidder should demonstrate that the proposed resource has worked with project authorities to determine client objectives and needs related to energy performance contracting, including preparing preliminary audits or opportunity assessments to assess the potential for reducing energy consumption in buildings and identify opportunities to save energy.</p>	<p>To obtain <b>4 to 5 points</b>, the proposed resource(s) will have more than two (2) years experience in undertaking opportunity assessments and identifying client needs, as in R3A.</p> <p>To obtain <b>3 points</b> (with one resource in the proposal meeting the years of experience - M4), the proposed resource will have one (1) to two (2) year experience in undertaking opportunity assessments and identifying client needs in undertaking opportunity assessments and defining client objectives.</p> <p>To obtain <b>1 to 2 points</b>, the proposed resource will have demonstrated less than one (1) year experience in undertaking opportunity assessments and identifying client needs</p>	<b>5</b>	
<b>R3B</b>	<p>Providing advice: The Bidder should demonstrate that the proposed resource provided advice and prepared documents for energy performance contracting procurement. This can include, but not be limited to: coordinating development of baseline information, preparing Treasury Board Submissions, preparing requests for proposals and evaluation procedures, assisting in evaluation of proposals including project financial assessment, and providing advice on contracting issues.</p>	<p>To obtain <b>4 to 5 points</b>, the proposed resource will have demonstrated experience in all the areas identified in R3B.</p> <p>To obtain <b>3 points</b>, the proposed resource will have, at a minimum, demonstrated experience in: Coordinating</p>	<b>5</b>	



Item	Rated Requirements	Points Breakdown	Max Points	Demonstrated Compliance, cross reference to Resume / or to the Project Summary
		<p>development of baseline information; Preparing documentation for requests for proposals and evaluation procedures; Assisting in evaluation of proposals.</p> <p>To obtain 1 to 2 points, the proposed resource will have demonstrated experience in coordinating development of baseline information</p>		
R3C	<p>Providing support beyond the award of an EPC: The Bidder should demonstrate that the proposed resource provided additional advice beyond the EPC award stage on other aspects of the EPC process:</p> <ul style="list-style-type: none"> <li>- Feasibility study results</li> <li>- Engineering design/specification issues</li> <li>- Procurement issues</li> <li>- Training and employee information requirements</li> <li>- Commissioning and testing</li> <li>- Recommissioning</li> <li>- Monitoring, verification and reconciliation report for energy savings</li> </ul>	<p>To obtain 4 to 5 points, the proposed resource will have demonstrated meeting almost all of the criteria in R3C.</p> <p>To obtain 3 points, the proposed resource will have demonstrated that it has experience in providing advice for:</p> <p>Feasibility study results.</p> <p>Training and employee information requirements</p> <p>Monitoring, verification and reconciliation reporting for energy savings,</p> <p>To obtain 1 to 2 points, the proposed resource will have demonstrated experience in advice for:</p> <p>Feasibility study results</p>	5	
R3D	<p>The Bidder should demonstrate that the proposed resource provided general project management support relevant to EPC and/or to energy management activities in the</p>	<p>To obtain 4 to 5 points, the proposed resource(s) will have a minimum 3</p>	5	



Item	Rated Requirements	Points Breakdown	Max Points	Demonstrated Compliance, cross reference to Resume / or to the Project Summary
	commercial and/or institutional building sectors.	<p>years experience in project management supporting for EPC and/or for energy management activities (criterion R3D).</p> <p>To obtain <b>3 points</b>, the proposed resource will have demonstrated two years experience in providing general project management support relevant to EPC and/or energy management activities.</p> <p>To obtain <b>1 to 2 points</b>, the proposed resource will have demonstrated one year experience or less in providing general project management support relevant to EPC and/or energy management activities.</p>		
<b>Total Points Available</b>			<b>40</b>	
<b>Minimum Points Needed to be Considered Compliant (60%)</b>			<b>24</b>	

## 2. Basis of Selection

SA's will be issued to Suppliers who meet all of the Mandatory Requirements and achieve the minimum score identified in the Point Rated Requirements and achieve the overall minimum score identified in the Point Rated Requirements. These SA Holders will be deemed to be qualified firms for the purposes of performing the services.

Receipt of a Supply Arrangement does **NOT** automatically mean that the Supplier will receive subsequent Contracts.





## APPENDIX 1 TO PART 4 - PROJECT SUMMARY FORM

### 1. Project Details

Name of Client Organization:	
Address:	
Project Timeframe: From (mm/yy):	To (mm/yy):
Project Cost:	
Name of Contact*:	
Telephone:	Email Address:

\*Note: this will serve for validation purposes only

### 2. Narrative overview of the project (maximum 2 paragraphs)

### 3. Type of energy retrofit measures implemented

- |  |  |
|--|--|
| <input type="checkbox"/> lighting  | <input type="checkbox"/> envelope improvements |
| <input type="checkbox"/> motors  | <input type="checkbox"/> control systems       |
| <input type="checkbox"/> heating, ventilation and air conditioning         | <input type="checkbox"/> fuel conversions      |
| <input type="checkbox"/> renewable energy technologies                     | <input type="checkbox"/> cogeneration project  |
| <input type="checkbox"/> employee awareness                                |  |
| <input type="checkbox"/> other energy retrofit measures (Please describe): |  |

Provide a short description of each energy retrofit measure implemented as identified in Section 3 (maximum of one (1) paragraph for each measure);

### 4. Type of services provided

- Identified needs for energy efficiency retrofits
- Developed opportunity assessment
- Buy-in of senior management
- Developed baseline information
- Assistance with the development of statement of work for major energy efficiency retrofits
- Prepared request for expression of interest and/or request for proposal
- Assisted on proposal evaluation, including financial project assessment
- Prepared Treasury Board Submissions for potential EPC project for federal clients
- Provided advice on feasibility Study results;
- Provided advice on engineering Design/Specification issues;
- Provided advice on procurement issues;
- Provided advice on training and Employee Information requirements;
- Provided advice on commissioning and testing;
- Provided advice on monitoring, verification and reconciliation;
- Provided general project management services
- Other types of services, please describe:

Provide a short description of each service provided as identified in Section 4 above (maximum of two paragraphs for each type of services).



The paragraph should address, where applicable, how the Bidder guided the client through the EPC process, how the bidder helped the client to identify key project measures, assisted the client to mitigate the risks, and provided any other services. The description should also identify the outcome of the project (was an EPC project implemented as a result of the guidance?).



## 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.

Compliance with the certifications Suppliers provide to Canada is subject to verification by Canada during the arrangement evaluation period (before issuance of a Supply Arrangement) and after issuance of a Supply Arrangement. The Supply Arrangement Authority will have the right to ask for additional information to verify Supplier's compliance with the certifications before issuance of a Supply Arrangement. The arrangement will be declared non-responsive if any certification made by the Supplier is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Supply Arrangement Authority for additional information will also render the offer non-responsive.

### 1. Certifications Precedent to Issuance of a Supply Arrangement

The certifications listed below should be completed and submitted with the Arrangement. If any of these required certifications is not completed and submitted as requested, the Supply Arrangement Authority will so inform the Supplier and provide the Supplier with a timeframe within which to meet the requirement. Failure to comply with the Supply Arrangement Authority and meet the requirements within that timeframe will render the Arrangement non-responsive.

#### 1.1 Federal Contractors Program - Certification

##### Federal Contractors Program for Employment Equity - \$200,000 or more

1. The Federal Contractors Program for Employment Equity (FCP-EE) requires that some suppliers bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder is subject to the FCP-EE, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the *Government Contracts Regulations*. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form [LAB 1168](#), Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
3. The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (a) ( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;



- (b) ( ) is not subject to the FCP, being a regulated employer under the [Employment Equity Act](#), S.C. 1995, c. 44;
- (c) ( ) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- (d) ( ) is subject to the FCP, and has a valid certificate number as follows: \_\_\_\_\_ (e.g. has not been declared an ineligible contractor by HRSDC.)

Further information on the [FCP](#) is available on the HRSDC Web site.

\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Date

### 1.2 Former Public Servant Certification

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:

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



**Former Public Servant (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) Name of former public servant;
- (b) Date of termination of employment or retirement from the Public Service.

**Work Force Reduction Program**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? YES ( ) NO ( )

If so, the Bidder must provide the following information:

- (a) Name of former public servant: \_\_\_\_\_
- (b) Conditions of the lump sum payment incentive: \_\_\_\_\_
- (c) Date of termination of employment: \_\_\_\_\_
- (d) Amount of lump sum payment: \_\_\_\_\_
- (e) Rate of pay on which lump sum payment is based: \_\_\_\_\_
- (f) Period of lump sum payment including:  
Start date: \_\_\_\_\_  
End date: \_\_\_\_\_  
Number of weeks: \_\_\_\_\_
- (g) Number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program: \_\_\_\_\_
- (h) Other Contracts subject to Work Force Reduction Program Restrictions:

**Contract Number:**

**Contract Amount (Professional Fees):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For all contracts awarded during the lump sum payment period, the total amount of fee that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Date

**1.3 Status and Availability of Resources**

The Bidder certifies that, should it be awarded a Supply Arrangement as a result of this RFSA, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

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 Contracting 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

**1.4 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.

\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Date

**1.5 Contractual Capacity and Joint Venture Contractual Capacity**

The Offeror shall have the legal capacity to contract. If the Offeror is a sole proprietorship, a partnership or a corporate body, the Offeror 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.

**1.5.1 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.

\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Date



## PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES

### A) SUPPLY ARRANGEMENT

#### 1. Arrangement

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

#### 2. Security Requirement

1. The Contractor must, at all times during the performance of the Contract, hold a valid **Designated Organization Screening (DOS)** at the level of **RELIABILITY** issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor personnel who require access to **PROTECTED** information, assets or sensitive work site(s) must **EACH** hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.
3. The Contractor **MUST NOT** remove any **PROTECTED** information or assets from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts, which contain security requirements, are **NOT** to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor must comply with the provisions of:
  - a) the Security Requirements Check List (if applicable), attached at Annex \_\_\_\_;
  - b) the Industrial Security Manual (Latest Edition) <http://ssi-iss.tpsgc-pwgsc.gc.ca/msi-ism/msi-ism-eng.html>

#### 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 [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

##### 3.1 General Conditions

**2020** (2012-11-19) - General Conditions - Supply Arrangements - Goods or Services, apply to and form part of the Standing Offer.

**Section 1 of 2020** (2012-11-19) - Interpretation, should be amended as follows:

DELETE: Public Works and Government Services Canada  
INSERT: Natural Resources Canada

**4007** (2010-08-16) - Canada to Own Intellectual Property Rights in Foreground Information.

Natural Resources Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- *To generate knowledge and information for public dissemination*

NRCan reserves the right to grant, upon written request, a license to exercise the required Intellectual Property Rights in such Canada-owned information to the successful Contractor.



For reference, the Treasury Board Site is: <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=13697>

### **3.2 Supplemental General Conditions**

#### **3.2.1 International Sanctions**

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. Details on existing sanctions can be found at: <http://www.dfait-maeci.gc.ca/trade/sanctions-e.asp>.

It is a condition of this Contract that the Contractor not supply to the Government of Canada any goods or services which are subject to economic sanctions.

By law, the Contractor must comply with changes to the regulations imposed during the life of the contract. During the performance of the Contract should the imposition of sanctions against a country or person or the addition of a good or service to the list of sanctioned countries or the additions of a good or service to the list of sanctioned goods or services cause an impossibility of performance for the Contractor, the situation will be treated by the Parties as a force majeure. The Contractor shall forthwith inform Canada of the situation; the procedures applicable to force majeure shall then apply.

#### **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. (AMC). The parties acknowledge receipt of the rules of AMC. The cost of mediation shall be borne equally by the parties.

##### *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.

#### **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 Non-Permanent Resident (Canadian Contractor)

The Contractor is responsible for compliance with the immigration requirements applicable to non-permanent residents entering Canada to work on a temporary basis in fulfilment of the Contract. In some instances, the employment authorization necessary to enter Canada cannot be issued without prior approval of a Human Resources Centre Canada (HRCC): ([http://www.hrsdc.gc.ca/en/gateways/nav/top\\_nav/program/fw.shtml](http://www.hrsdc.gc.ca/en/gateways/nav/top_nav/program/fw.shtml)). HRCC should always be contacted as soon as the decision to bring in a non-permanent resident is made. The Contractor will be responsible for all costs incurred as a result of non-compliance with immigration requirements.

### 3.2.5 Non-Permanent Resident (Foreign Contractor)

The Contractor shall ensure that non-permanent residents intending to work in Canada on a temporary basis in fulfilment of the Contract, who are neither Canadian citizens nor United States nationals, receive all appropriate documents and instructions relating to Canadian immigration requirements and secure all required employment authorizations prior to their arrival at the Canadian port of entry. The Contractor shall ensure that United States nationals having such intentions receive all appropriate documents and instructions in that regard prior to their arrival at the Canadian port of entry. Such documents may be obtained at the appropriate Canadian Embassy/Consulate in the Contractor's country. The Contractor shall be 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: [http://www.tbs-sct.gc.ca/pubs\\_pol/hrpubs/tb\\_851/vec-cve-e-eng.asp](http://www.tbs-sct.gc.ca/pubs_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 the date the SA is signed by all parties to **March 31, 2014**.

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

The SA Holder hereby grants to NRCan the irrevocable option to extend the term of the SA for up to **three (3)** additional **one (1)** year periods, under the same terms and conditions. NRCan may exercise this option at any time by written notice to the SA Holder at least 30 calendar days prior to the SA expiry date or any extension thereof. The option may only be exercised by the SA Authority, and any extension of the SA period will be evidenced through a formal SA Amendment.

### 4.3 *Option to Refresh the Supply Arrangement*

A Notice of Proposed Procurement (NPP) will be posted on MERX 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 \$1.5M for the entire duration of the RFSA. The anticipated dollar value of individual contracts will vary by requirement.

5. Authorities

5.1 Supply Arrangement Authority

The Supply Arrangement Authority is:

Valerie Holmes
Senior Procurement Officer
Natural Resources Canada
615 Booth Street, 4th Floor
Ottawa, Ontario
K1A 0E9
Telephone: 613-943-3580
Facsimile: 613-996-1024
Email: valerie.holmes@nrcan.gc.ca

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

5.2 Supplier's Representative

Name: \_\_\_\_\_
Title: \_\_\_\_\_
Organization: \_\_\_\_\_
Address: \_\_\_\_\_
Telephone: \_\_\_\_\_
Facsimile: \_\_\_\_\_
Email: \_\_\_\_\_

6. Identified Users

The Identified user is: Natural Resources Canada

7. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) The Articles of the Supply Arrangement
b) The General Conditions 2020 (2012-11-19) - General Conditions - Supply Arrangement - Goods or Services
c) Supplementary General Conditions
d) Intellectual Property
e) Annex “A” - Statement of Work
f) Annex “B” - Terms of Payment



g) The Supplier's Arrangement dated \_\_\_\_\_.

## 8. Certifications

### 8.1 Compliance

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

## 9. Applicable Laws

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

## 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 (2012-11-19) - 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);
- 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 **two-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, 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 MERX (hereinafter referred to as MERX). 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 three (3) 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 - 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 (also known as the Contracting Authority) may direct the requirement to a specific SA Holder as per the current Treasury Board Secretariat contracting policy.

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

A minimum of three (3) SA Holders will be invited to submit bids.

Response Period: SA Holders will have a minimum of five (5) calendar days from the date of invitation to submit bids if less than \$70,000.00.

Any requirements equal to or exceeding \$70,000.00 will be posted as a Notice of Proposed Procurement (NPP) on MERX for five (5) calendar days.

#### **3. Requirements exceeding \$250,000 but no more than \$2M, GST/HST included**

**ALL** SA Holders must be invited to submit bids.

Response Period: SA Holders will have a minimum of fifteen (15) calendar days from date of invitation to submit bids.

Any requirements equal to or exceeding \$250,000.00 will be posted as a Notice of Proposed Procurement (NPP) on MERX for fifteen (15) calendar days.

NOTE: NRCan reserves the right to supplement the invited pre-qualified SA Holders by inviting additional bidders at its sole discretion, in addition to those pre-qualified in the Supply Arrangement.

## **C) RESULTING CONTRACT CLAUSES**

### **1. General**

The conditions of any contract award under the Supply Arrangement will be in accordance with the Resulting Contract Clauses of the template used for the bid solicitation.



## ANNEX “A” - STATEMENT OF WORK

### SW1 Background

The Federal Buildings Initiative (FBI) is a voluntary program that helps federal departments and agencies implement energy efficiency retrofit projects in buildings owned or managed by the Government of Canada, through third party, energy performance contracts.

Key to this program are the tools and services developed by the FBI program to assist the federal clients procure the services of energy management firms to undertake the energy efficiency work. Thousands of federal buildings have been upgraded using the FBI program tools and services, leading to improved work environments, reduced greenhouse gas emissions and millions of dollars in energy and operational cost savings.

### SW2 Scope of the Request for Supply Arrangement

This procurement vehicle is for the delivery of various services required on an “as and when requested” basis by Natural Resources Canada, in support of the Federal Buildings Initiative program operations and projects.

The scope of this RFSA covers **Client Facilitation Services** to help the FBI assist client departments and agencies plan, develop and implement major energy efficiency retrofit initiatives through the use of energy management and energy performance contracts, in accordance with The Treasury Board’s Federal [Contracting Policy - Appendix O](#). (As directed by Appendix O, Treasury Board has authorized any federal contracting authority to enter into and amend a service contract to acquire energy services, which may include energy supply, energy efficiency improvements, management services, energy management monitoring and training, if the total under the contract, including any amendments does not exceed \$25 million on condition that the first energy management contract over \$1 million be submitted to the Treasury Board for approval.)

The Federal Buildings Initiative provides tools including model contract and bid packages; model long-term energy management plans; technical specification guidelines; and qualified bidders list for firms to conduct energy efficiency improvements to assist departments implement major energy efficiency retrofits.

### SW3 Scope of Work

#### 3.1 Client Facilitation Services

##### 3.1.1 Objective

The Federal Buildings Initiative (FBI) is seeking proposals to provide client facilitation services to federal organizations to help successfully plan for, implement and proactively manage major energy efficiency retrofit projects.

A **facilitator** is an experienced, unbiased advisor who can assist federal departments and agencies through the process of assessing, developing and implementing major energy efficiency retrofits and / or energy performance contract projects.

Facilitators’ responsibilities include consulting and providing advice on:

- Developing an energy efficiency project: liaising with, and assisting federal organizations to define the breadth and scope of possible major energy efficiency retrofits within their facility or facilities and helping sell the project to senior management;
- Helping to define, identify or evaluate technology and engineering issues in the development and deployment of an energy management initiative by providing support for organizations that have no or very little technical staff or support.
- Providing support in the development and/or resolution of contractual and funding issues in order to put together and launch an energy performance contract;



- Assisting in the development of plans or review of measurement and verification processes (M&V) to ensure the longer term persistence of the energy savings.

### 3.1.2 Client Facilitation Services

The suite of services that a Facilitator could be asked to perform is divided into three categories of services. The FBI may request that the Facilitator provide services in all categories to federal organizations or request specific tasks as identified below:

1. Project Development and strategic advice on the breadth and scope of possible energy efficiency retrofits within a facility or within a bundle of facilities. The facilitator could be called upon to:
  - Help federal organizations determine objectives and needs with respect to a major energy efficiency initiative, energy management and/or GHG emissions reduction plan and identification of opportunities for FBI program implementation;
  - Develop and deliver presentations to clients and participate in events and meetings related to FBI and energy performance contracting in the federal sector;
  - Train and/or build an organization's understanding of energy performance contracting,
  - Assist in the development of business cases and other documentation.
2. Technology and engineering services:
  - Develop baseline information for energy retrofit projects;
  - Assist federal organizations use and report into building benchmarking using tools such as the ENERGY STAR Portfolio Manager;
  - Undertake opportunity assessments or preliminary energy audits of potential FBI retrofit projects as directed by the FBI;
  - Address engineering design/specification issues, as they relate (but not limited to) to the request for proposals documents;
  - Provide definitions and other technical requirements needed at the procurement stage;
  - Assist with the review of feasibility studies;
  - Assist with the development of training materials and/or guidelines for building operators, employees, and maintenance personnel;
  - Build optimization strategies and commissioning and re-commissioning requirements.
  - Assist with the development of measurement and verification processes (M&V) for energy savings;
  - Provide advice and/or assess M&V plans and reconciliation report for energy savings.
3. Contractual and funding services, in relation to energy performance contracting;
  - Assist with the development of statements of work for major energy efficiency retrofits requests for proposals or contracts;
  - Assist client departments with developing and drafting RFP documents and/or Treasury Board Submissions (in Accordance with Appendix O of the Federal Contracting Policy) using the Federal Buildings Initiative templates and program direction.
  - Provide advice and expertise on the selection of organizations as part of the contracting process;
  - Participate in site visits and bidders conferences as required;
  - Provide support in the analysis, evaluation, financing assessment and negotiation in reviewing proposals received for energy retrofit projects;
  - Provide project management and technical support and advice to client organizations up to contract signing stage and possibly beyond as directed by the Federal Buildings Initiative.



## ANNEX “B” - PROPOSED RESOURCES

NRCan requests that Bidders provide details of all proposed resources who will be working under this Arrangement. Prices will be determined at time of the individual RFP stage issued against this Arrangement.

<p><b>Bidder Firm Name:</b></p> <p>_____</p> <p>_____</p>
<p><b><u>Bidder Proposed SA Personnel:</u></b></p>
<p>Name:</p> <p>Title:</p> <p>Tel:</p> <p>E-mail:</p> <p>Primary:      <b>Yes</b>      <b>No</b></p> <p><i>(circle correct one)</i></p> <p>Employee or Subcontractor:<i>(Specify)</i></p>
<p>Name:</p> <p>Title:</p> <p>Tel:</p> <p>E-mail:</p> <p>Primary:      <b>Yes</b>      <b>No</b></p> <p><i>(circle correct one)</i></p> <p>Employee or Subcontractor:<i>(Specify)</i></p>
<p>Name:</p> <p>Title:</p> <p>Tel:</p> <p>E-mail:</p> <p>Alternate:      <b>Yes</b>      <b>No</b></p> <p><i>(circle correct one)</i></p> <p>Employee or Subcontractor:<i>(Specify)</i></p>



# ANNEX "C" - SECURITY REQUIREMENT CHECKLIST

NRCan Security Reference # SRCL 13-015



Government of Canada

Gouvernement du Canada

RFP # *NRCan-5000011002*

Contract Number / Numéro du contrat NRCan - 5000011002
Security Classification / Classification de sécurité

## SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

<b>PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE</b>		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine <b>Natural Resources Canada</b>	2. Branch or Directorate / Direction générale ou Direction <b>Office of Energy Efficiency / Buildings Division</b>	
3. a) Subcontract Number / Numéro du contrat de sous-traitance <b>N/A</b>	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant <b>To be determined.</b>	
4. Brief Description of Work / Brève description du travail The scope of work includes the following tasks that contractors will be required to undertake on an as and when required basis: Liaise with FBI clients. Determine client objectives and needs with respect to energy efficiency, energy management and opportunities for FBI program implementation; Provide presentations to clients and participate in events and meetings; Prepare Opportunity Assessments; Provide customized RFP documents and services for client organizations based on FBI template and program direction; Provide ongoing managerial and technical support as directed by the FBI to client organizations.		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c.) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c.)	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	
	Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>





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**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel:  
Document Number / Numéro du document:

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- RELIABILITY STATUS / COTE DE FIABILITÉ
- TOP SECRET - SIGINT / TRÈS SECRET - SIGINT
- SITE ACCESS / ACCÈS AUX EMPLACEMENTS
- CONFIDENTIAL / CONFIDENTIEL
- NATO CONFIDENTIAL / NATO CONFIDENTIEL
- SECRET / SECRET
- NATO SECRET / NATO SECRET
- TOP SECRET / TRÈS SECRET
- COSMIC TOP SECRET / COSMIC TRÈS SECRET

Special comments:  
Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No / Non  Yes / Oui

If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No / Non  Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No / Non  Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF A LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No / Non  Yes / Oui

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





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PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC						
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET	
				CONFIDENTIEL		TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL			A	B	C	CONFIDENTIEL		TRÈS SECRET	
Information / Assets / Renseignements / Biens / Production	✓	✓															
IT Media / Support TI / IT Link / Lien électronique	✓	✓															

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED? La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? [X] No / Non [ ] Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification". Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED? La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? [X] No / Non [ ] Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments). Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

Security Classification / Classification de sécurité
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PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
<b>13. Organization Project Authority / Chargé de projet de l'organisme</b>			
Name (print) - Nom (en lettres moulées) <i>Anne Wilkins</i>		Title - Titre <i>Chief, Federal Buildings Unit</i>	Signature <i>Anne Wilkins</i>
Telephone No. - N° de téléphone <i>613-947-0288</i>	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel <i>awilkins@nrcan.gc.ca</i>	Date <i>Jan 14/2013</i>
<b>14. Organization Security Authority / Responsable de la sécurité de l'organisme</b>			
Name (print) - Nom (en lettres moulées) <i>Wolf Schmueck</i>		Title - Titre <i>Head, Asset Protection</i>	Signature <i>W.S.</i>
Telephone No. - N° de téléphone <i>613-944-5127</i>	Facsimile No. - N° de télécopieur <i>613-947-2360</i>	E-mail address - Adresse courriel <i>wolf.schmueck@nrcan.gc.ca</i>	Date <i>15 January 2013</i>
15. Are there additional Instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
<b>16. Procurement Officer / Agent d'approvisionnement</b>			
Name (print) - Nom (en lettres moulées) <i>Valerie Holmes</i>		Title - Titre <i>Senior Procurement Officer</i>	Signature <i>Valerie Holmes</i>
Telephone No. - N° de téléphone <i>(613) 943-3580</i>	Facsimile No. - N° de télécopieur <i>(613) 996-1024</i>	E-mail address - Adresse courriel <i>valerie.holmes@nrcan.gc.ca</i>	Date <i>15 January 2013</i>
<b>17. Contracting Security Authority / Autorité contractante en matière de sécurité</b>			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date