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PART 1 – GENERAL INFORMATION

1.1 Introduction

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

Part 1 General Information: provides a general description of the requirement;

Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;

Part 3 Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and

Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:

7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include:

Annex "A" - Statement of Work

Annex "B" - Basis of Payment

Annex "C" –Name of Proposed Resource

Annex "D" - Insurance Requirements

Annex "E" - Vendor Performance Evaluation

1.2 Summary

1.2.1 The Department of Natural Resources Canada (NRCan), Office of Energy Efficiency (OEE), requires the professional services of qualified consultant (s) for the provision of technical support, research and analysis services on an "as and when requested" basis related to energy using products.

Multiple vendors may be awarded Standing Offers (SO) for the following equipment categories:

1. Appliances
2. Commercial Refrigeration
3. Lighting products
4. Electronics (Consumer Electronics & Office Equipment)
5. Industrial Equipment (electric motors & motor driven & transformers)
6. HVAC (Space heating, space cooling, ventilation, & water heating)
7. Window & door Systems
8. Multi-equipment

The period of the SO shall be for two years with the option to extend the period of the SO for up to two (2) additional twelve (12) month periods.



NRCan will use the SO as deemed necessary, and reserves the right to use other methods of supply at its sole discretion as appropriate. This includes, but is not limited to, the right to allocate work and issue call-ups directly to SO holders based on the location of the offeror, namely the Canadian city in which the resource/bidder is located.

1.2.2 Applicable Trade Agreements

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

1.3. Security Requirement

There is no security requirement associated with this Request for Standing Offer or any resulting call-ups issued against awarded Standing Offers.

1.4. Debriefings

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



PART 2 – OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting call-ups issued against the Standing Offer, otherwise known as contract(s).

The 2006 (2016-04-04) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Sub-Section 5.2 - Submission of Offers of 2006 (2016-04-04) Standard Instructions – Request for Standing Offers – Goods or Services – Competitive Requirements, is amended as follows:

DELETE: PWGSC

INSERT: NRCan

Sub-Section 5.4 - Submission of Offers of 2006 (2016-04-04) Standard Instructions – Request for Standing Offers – Goods or Services – Competitive Requirements, is amended as follows:

DELETE: sixty (60) days

INSERT: one hundred and twenty (120) days

2.1.1 The Following *SACC Manual* Clauses Shall Apply

C3011T (2013-11-06), Exchange Rate Fluctuation

M0019T (2007-05-25), Firm Price and/or Rates

M3020T (2016-01-28), Status and Availability of Resources

M3021T (2012-07-16), Education and Experience

2.2 Submission of Offers

It is requested that you write the following information in “Subject” of the e-mail: **Provision of Technical Support Services Related to Energy Using Products, NRCan – 5000029925**

Submit bids to: NRCan.quebec_bid_soumission-quebec_bid_soumission.RNCan@canada.ca

The address above is reserved for the submission of your proposal. No other communication should be sent to that address.

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

NRCan will not assume responsibility for proposals directed to any other location.

The onus is on the Bidder to ensure that the proposal is submitted correctly to the above address. 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.



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.

2.3 Enquiries – Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than **three (3)** business days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that Offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

To comply with the [Code of Conduct for Procurement](#), bidders are obliged to alert the contracting authority to any factual errors that they discover in bid solicitations.

2.4 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.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Offerors.



PART 3 – OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

Section I: Technical Offer (1 electronic copy)

Section II: Financial Offer (1 electronic copy) in a separate file

Section III: Certifications (1 electronic copy)

Prices should appear in the financial bid only. No prices should be indicated in any other section of the bid.

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) format;
- (b) use a numbering system that corresponds to the bid solicitation.

Section I: Technical Offer

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

The Bidder should clearly identify the proposed resources for Technical Support to be assigned to the project in accordance with the format specified in Annex "C".

To avoid duplication, the Bidder may refer to different sections of their bid by identifying specific paragraphs and page number, where the subject topic has already been addressed.

Section II: Financial Offer

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

- a. A firm all inclusive **per diem** rate for the provision of Technical Support Services Related to Energy Using Equipment Single Category, for the equipment category for which a bid is made for the SO period including the option period in the format contained in Part 4 Evaluation Procedures and Basis of Section, 4.1.2 Financial Evaluation.

The total amount of Goods and Services Tax or Harmonized Sales Tax is to be shown separately, if applicable.

- b. For Canadian-based bidders, prices must be in Canadian funds, Canadian customs duties and excise taxes included, and Goods and Services Tax (GST) or Harmonized Sales Tax (HST) excluded.



- c. For foreign-based bidders, prices must be in Canadian funds, Canadian customs duties and excise taxes and GST or HST excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the rates and prices submitted by foreign-based bidders.

For the purpose of the bid solicitation, bidders with an address in Canada are considered Canadian-based bidders and bidders with an address outside of Canada are considered foreign-based bidders.

Section III: Certifications

Bidders must submit the certifications required under Part 5.



PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

In the case of the multi-equipment product category, "identified product category" below means two (2) or more of the eight specific product categories

Req. ID	Mandatory Requirement	Pass / Fail
M1	The Bidder MUST submit the name of the Primary Resource proposed for each identified Product Category for which a proposal is made with a copy of their current CV.	
M2	<p>The Bidder's proposed Primary Resource for each Product Category for which a proposal is made MUST have a:</p> <p>a) post-secondary degree in Engineering or Science from a recognized Canadian university, or the equivalent as established by a recognized Canadian academic credentials service* if obtained outside Canada, AND five (5) years of experience in the area of energy efficiency of the Product Category for which a proposal is made during the period of January 1, 2005 to the date of bid closing;</p> <p>OR</p> <p>b) post-secondary diploma or certificate in Engineering Technology from a recognized Canadian university or college, or the equivalent as established by a recognized Canadian academic credentials service* if obtained outside Canada, AND eight (8) years of experience in the area of energy efficiency of the Product Category for which a proposal is made during the period of January 1, 2005 to the date of bid closing;</p> <p>*The list of recognized organizations can be found under the Canadian Information Centre for International Credentials website, at the following internet link: http://www.cicic.ca/indexe.stm</p>	
M3	<p>The Bidder, for each Product Category offered, MUST submit two (2) technical or marketing reports, each report pertaining to at least two products in the identified product category managed by the Bidder's proposed Primary Resource.</p> <p>In the case of the Heating Ventilation and Air Conditioning product category only, the two (2) reports must cover two of the following products: water heating products, space heating products, and space cooling products.</p>	



4.1.1.2 Point Rated Technical Criteria

Req ID.	Rated Requirement	Evaluation Criteria Scoring Method	Maximum Points Available	Bidder Score	Proposal Page #	Comments
R1	<p>Participation in U.S. rulemaking process (Bidder or proposed Primary Resource)</p> <p>The Bidder shall provide proof of participation of the Bidder's, or the proposed Primary Resource's, participation in the U.S. Department of Energy's Appliance and Equipment Standards rulemaking processes related to the product category in the past 5 years. The proof could be in the form of registration for participation in meetings, public meetings, teleconferences/WebEx, meeting minutes etc.</p> <p>In addition, the Bidder shall specify the nature, and provide documentation of the Bidder's or the proposed Primary Resource's role in these processes. Active participation could include performing analyses, presenting information.</p>	<p>A maximum of 16 points will be awarded,</p> <ul style="list-style-type: none"> • 1 point will be awarded for each rulemaking process (to a maximum of 8 points) • An additional point will be awarded with evidence of active participation in each process (to a maximum of 8 points) <p>A minimum of 4 points is required to be applicable to the rulemaking process and/or evidence of participation in the <u>Appliance, Lighting and Electronics Product Categories.</u></p>	16			
R2	<p>Project Management (Bidder)</p> <p>The Bidder should provide a description of two (2) recent projects (with the last 5 years) in which the Bidder planned and managed the project. In order to properly evaluate your bids, please provide:</p> <ul style="list-style-type: none"> i) Project title, client name, and industry sector; ii) Planned and actual dollar values; iii) Planned start and finish dates and actual start and finish dates, (Month and year as accurately as possible) iv) Name of one (1) client contact that is able to validate this information. 	<p>A maximum of 6 points per project description will be awarded. Points will be awarded according to the breakdown below:</p> <ul style="list-style-type: none"> • Time management <ul style="list-style-type: none"> ○ Project completed on time (2.5 points) ○ Project completed past original deadline with verifiable and reasonable explanation (2 point) ○ Project completed past original deadline but within 20% of original deadline.(1.5 point) ○ Project completed over original deadline and more than 20% 	2 x 6 = 12			



		<ul style="list-style-type: none"> ○ overdue without verifiable explanation. (0 points) ○ ● Budget management <ul style="list-style-type: none"> ○ Project completed on budget (3.5 points) ○ Project completed over original budget within 20% and with a verifiable explanation (2.5 point) ○ Project completed over original budget greater than 20% without verifiable explanation (0 points) 				
R3	<p>Project Experience (Bidder)</p> <p>The Bidder shall provide a summary of two (2) projects in which the Bidder planned and managed the project. These projects should have been completed after January 1, 2005.</p> <p>It is requested that each project summary include a description of the project, including:</p> <ul style="list-style-type: none"> - Nature of services provided; - Product category; - Project objectives; - Topics addressed; and - Relation to energy efficiency. <p>Please provide the following information as well:</p> <p>Element 1 Project title, client name, and industry sector; Element 2 Name of one (1) client contact that is able to validate the information above.</p> <p>Each project summary should not exceed one (1) page.</p>	<p>A maximum of 10 points per project description will be awarded. Points will be awarded according to the breakdown below:</p> <ul style="list-style-type: none"> ● Relevancy of project (10 points) <ul style="list-style-type: none"> ○ The project addresses the identified product category in an energy efficiency context (10 points) ○ The project addresses a product in the identified category, in a non-energy efficiency context (5 points) ○ The project is not directly related to the product category or energy efficiency (0 points) <p>(Note: any element of missing information may limit the ability of the bid evaluation team to properly evaluate this factor)</p>	2 x 10 = 20			
R4	<p>Knowledge of Regulatory and Standards Development Process in a Canadian</p>		18			



	<p>Context (Bidder or proposed Primary Resource)</p> <p>The Bidder shall demonstrate knowledge of current regional, national and international activities related to the Product Category for which a proposal is made.</p> <p>In an essay format, the Bidder must answer the following:</p> <ul style="list-style-type: none"> a) Describe the Canadian standards development process. b) Describe the Canadian energy efficiency regulatory process. c) Identify Canadian market barriers and trends regarding the identified product category. d) Provide an overview of another energy efficiency program or regulatory process, at the regional, national, or international level, which has an impact on the Canadian market for the identified product category. e) Provide an overview of the Canadian market for the identified product category, and identify approaches used to determine product costs, shipments and sales figures. <p>The combined essay should not exceed three (3) pages and should clearly identify the questions being addressed.</p>	<p>For items a) to d), a maximum of 3 points each will be awarded based on the following criteria:</p> <ul style="list-style-type: none"> • Excellent: the description is entirely relevant, complete and accurate (3 points); • Good: the description is mostly relevant and accurate but contains a few omissions (2 points); • Limited: the description contains several omissions and inaccuracies (1 point); • Poor: the description does not address the question or is seriously inaccurate (0 points) <p>For item e), a maximum of 6 points will be awarded based on the following criteria:</p> <ul style="list-style-type: none"> • Excellent: the overviews is entirely relevant, complete and accurate (6 points); • Good: the overview is mostly relevant and accurate but contains a few omissions (4 points); • Limited: the overview contains several omissions and inaccuracies (2 points); • Poor: the overview does not address the question or is entirely inaccurate (0 points) 				
R5	<p>Project Experience (proposed Primary Resource)</p> <p>The Bidder shall provide a description of one (1) project related to energy efficiency, in which the proposed Primary Resource participated as lead technical expert. The</p>	<p>A maximum of 24 points will be awarded as per the breakdown below:</p> <ul style="list-style-type: none"> • Relevancy of project (12 points) 	24			



	<p>project should have been completed after January 1, 2005.</p> <p>The project summary shall include a description of the project, including:</p> <ul style="list-style-type: none"> - Nature of services provided; - Product category; - Project objectives; - Topics addressed; - Approach employed; and - Relation to energy efficiency. <p>In addition, it is requested that the project summary include the following elements of information:</p> <ul style="list-style-type: none"> i) Project title, client name, and industry sector; ii) Role of the proposed Primary Resource; iii) Name of one (1) client contact that is able to validate the information above. <p>The project description should not exceed two (2) pages.</p>	<ul style="list-style-type: none"> o The project addresses the identified Product Category in an energy efficient equipment standards and labelling (Minimum energy performance requirements to support the development of regulations of certificate program, or labelling requirements for products that use energy).(12 points) o The project addresses the identified Product Category in an energy efficiency context (9 points) o The project addresses a product in the identified category, in a non-energy efficiency context (6 points) o The project is indirectly related to the product category and or energy efficiency (3 points) o The project is not directly related to the product category or does not address energy efficiency (0 points) <ul style="list-style-type: none"> • Approach (12 points) <ul style="list-style-type: none"> o Excellent: well-structured and logical approach to meet the project objectives (12 points); o Good: reasonable structure and linkage with project objectives (9 points) o Acceptable: generally meets project objectives but approach not clear (6 points) o Limited: unclear approach with limited links to the project objectives (3 points); o Poor: not addressed or not acceptable (0 points) 				
<p>R6</p>	<p>Technical Experience (proposed Primary Resource)</p> <p>The Bidder shall provide a description outlining the proposed Primary Resource's experience in the following areas of</p>	<p>For each area of expertise, a maximum of 3 points will be awarded based on the following criteria:</p>	<p>6 x 3 = 18</p>			



	<p>expertise, as described in Section 6 of Annex A of the Statement of Work.:</p> <ul style="list-style-type: none"> i) Technical analysis; ii) Market analysis; iii) Benchmark analysis; iv) Regulatory activities; v) Standards development; and vi) Program development. <p>The combined descriptions should not exceed two (2) pages.</p>	<ul style="list-style-type: none"> • The proposed Primary Resource demonstrated *significant experience in the area of expertise (3 points) • The proposed Primary Resource demonstrated *some experience in the area of expertise (2 points) • The proposed Primary Resource did not demonstrate experience in the area of expertise (0 points) <p>Significant* is defined as depth and breadth of experience normally associated with the performance of those duties for a period of two (2) years or more.</p> <p>Some* is defined as experience of less than two years or in a limited role or capacity.</p>			
<p>R7</p>	<p>Report Writing (proposed Primary Resource)</p> <p>The Bidder's Primary Resource shall be able to write and present reports effectively.</p> <p>As outlined in M3, the Bidder must provide two non-confidential reports authored by the proposed Primary Resource.</p> <p>The quality of the submitted projects will be rated based the following criteria:</p> <ul style="list-style-type: none"> a) Concise and effective writing; b) Spelling and grammar; and c) Quality of data presentation. 	<p>A maximum of 12 points per report will be awarded. Points will be awarded according to the breakdown below:</p> <ul style="list-style-type: none"> • Concise and effective writing (3 points): <ul style="list-style-type: none"> ○ Excellent: explains detailed and complex concepts in a manner that is easily understood, well organized, and concise (3 points) ○ Good: explains detailed and complex concepts in a manner that takes effort and additional time to understand (2 points) ○ Poor: explains detailed and complex concepts in a vague and confusing manner, with poor organization (0 points) • Spelling and grammar (3 points): 	<p>2 x 12 = 24</p>		



		<ul style="list-style-type: none"> ○ 0-5 spelling and grammar mistakes (3 points) ○ 6-10 spelling and grammar mistakes (1 point) ○ More than 10 spelling and grammar mistakes (0 points) <ul style="list-style-type: none"> ● Data presentation (6 points) <ul style="list-style-type: none"> ○ Excellent: data is presented clearly and visually through charts, tables, and graphs, with clear interpretation and proper sources (6 points) ○ Good: data is presented through charts, tables, and graphs, with adequate interpretation and limited sources: : unclear approach with limited links to the project objectives (4 points) ○ Limited: data is presented through charts, tables and graphs, with inadequate interpretation and limited sources... (2 points) ○ Poor: data is not presented through charts, tables, and graphs, is poorly interpreted, and not always referenced (0 points) 				
R8	<p>Participation in Committees and Associations (Bidder or proposed Primary Resource)</p> <p>The Bidder shall provide the names of committees, councils, associations, or any other organizations related to the Product Category or energy efficiency in which the Bidder or the proposed Primary Resource is a member.</p> <p>In addition, the Bidder shall specify the nature, and provide documentation of, the Bidder's or the proposed Primary Resource's</p>	<p>A maximum of 10 points will be awarded as per the breakdown below:</p> <ul style="list-style-type: none"> ● Either the Bidder or the proposed Primary Resource is a member of a relevant organization and <u>participates</u> in standards development activities (10 points). 	10			



	<p>participation in standards development activities.</p> <p>As an example, membership in the Canadian Standards Association (CSA), American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE), International Illumination Engineering Society (IES), International Electrotechnical Commission (IEC) or Consortium for Energy Efficiency (CEE) committees would be acceptable, provided they are committees related to the Product Category.</p>	<ul style="list-style-type: none"> • Either the Bidder or the proposed Primary Resource is a member of a relevant organization <u>but neither</u> participates in standards development activities (5 points). • Neither the Bidder nor the proposed Primary Resource is a member of a relevant organization (0 points). 				
TOTAL	Bidder must obtain a minimum score of 75 points to be considered responsive		142			



4.1.2 Financial Evaluation

The all-inclusive firm per diem rate for the completion of this project is in Canadian funds and does not include applicable taxes

Technical Support Services Related to Energy Using Equipment

Offerors should submit a Financial Offer in response to this RFSO for the equipment categories listed below. A separate Financial Offer is requested for each equipment category for which the Offeror is submitting a bid.

Note: pricing for option periods must NOT BE LESS THAN pricing for the previous period. In the event of future pricing being less than previous period pricing, Natural Resources Canada (NRCAN) reserves the right to change future pricing to equal the highest previous per diem rate for the category.

Equipment Category	Per Diem Rate						TOTAL (a x b) + (c x d) + (e x f) = (g)
	Proposed Period of Contract						
	Initial Period (24 months)	Total Est. Days	Option Period 1 (12 months)	Total Est. Days	Option Period 2 (12 months)	Total Est. Days	
	(a)	(b)	(c)	(d)	(e)	(f)	
1. Appliances	\$ _____	250	\$ _____	75	\$ _____	25	\$ _____
2. Commercial Refrigeration	\$ _____	125	\$ _____	50	\$ _____	25	\$ _____
3. Lighting products	\$ _____	200	\$ _____	75	\$ _____	25	\$ _____
4. Electronics (Consumer Electronics & Office Equipment)	\$ _____	125	\$ _____	50	\$ _____	25	\$ _____
5. Industrial Equipment (electric motors & motor driven & transformers)	\$ _____	125	\$ _____	50	\$ _____	25	\$ _____
6. HVAC (Space heating, space cooling, ventilation, & water heating)	\$ _____	350	\$ _____	150	\$ _____	50	\$ _____
7. Window & door Systems	\$ _____	50	\$ _____	25	\$ _____	25	\$ _____
8 Multi Equipment	\$ _____	50	\$ _____	25	\$ _____	25	\$ _____
Total for evaluation purposes only:							(sum of all above figures)

Note: NRCAN reserve the right to correct arithmetical errors based on the per diem rates submitted by the offerors (columns a, c, e).

*** LEVEL OF EFFORT PRESENTED HEREIN IS USED FOR EVALUATION PURPOSES ONLY AND IT'S NOT A COMMITMENT BY CANADA.**

**** FOR ANY ERRORS IN THE CALCULATION, THE PER DIEM RATE SCHEDULE WILL BE UPHELD.**

Any estimated level of effort specified in the Pricing Details detailed above is provided for financial proposal evaluation purposes only. It is only an approximation of the requirements and is not to be considered as a contract guarantee nor as a commitment by NRCAN to respect those estimated in any resulting contract.

4.2 Basis of Selection

4.2.1 Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:



- a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 70 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 140 points.
2. Bids not meeting a, b and c will be declared non-responsive.
 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60 % for the technical merit and 40% for the price.
 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60 %
 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
 7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted.
 - 8. Up to three (3) suppliers with the highest combined rating of technical and financial score will be selected for award of contract for each product category.**

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)					
		Bidder 1	Bidder 2	Bidder 3	
Overall Technical Score		115/135	89/135	92/135	
Bid Evaluated Price (sum of column "g")		\$55,000.00	\$50,000.00	\$45,000.00	
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$	
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$	
Combined Rating		83.84	75.56	80.89	
Overall Rating		1st	3rd	2nd	



PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and associated information to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications are not completed and submitted as requested.

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

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

5.1 Certifications Required with the Offer

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions – Declaration of Convicted Offences

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide with its offer the required documentation, as applicable), to be given further consideration in the procurement process.

5.2. Additional Certifications Precedent to Issuance of a Standing Offer

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame with which to provide the information. Failure to comply with the request of the Standing Offer Authority and to provide the certifications within the time frame provided will render the offer non-responsive.

5.2.1 Integrity Provisions – List of Names

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

- Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder or, in the case of a private company, the owners of the company.
- Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).
- Bidders bidding as partnerships do not need to provide lists of names.

Name of Bidder: _____

OR

Name of each member of the joint venture:

Member 1: _____

Member 2: _____

Member 3: _____

Member 4: _____

Identification of the administrators/owners:

SURNAME	NAME	TITLE



5.2.2 Federal Contractors Program for Employment Equity – Standing Offer Certification

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

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

5.2.3 Status and Availability of Resource

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

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

5.2.4 Education and Experience Certification

The Offeror certifies that all information provided herein is accurate. Furthermore, the Offeror certifies that the personnel proposed for this requirement are capable of satisfactorily performing the requirement described herein.

5.2.5 Former Public Servants

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, Offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive

Definitions

For the purposes of this clause,

"Former public servant" 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.

5.2.6 Aboriginal Designation

An Aboriginal business, which can be:

- i. a band as defined by the Indian Act
- ii. a sole proprietorship
- iii. a limited company
- iv. a co-operative
- v. a partnership
- vi. a not-for-profit organization

in which Aboriginal persons have at least 51 percent ownership and control,

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:

Our Company is an Aboriginal Firm, as identified above



Our Company is NOT an Aboriginal Firm



PART 6 – SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1. Security Requirement

There is no security requirement associated with this Request for Standing Offer, or any subsequent call-ups issued against awarded Standing Offers.

6.2. Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex “C”.

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.



PART 7 – STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1. Offer

The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex "A".

7.2. Security Requirement

There is no security requirement applicable to this Standing Offer.

7.3. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](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.

7.3.1 General Conditions

[2005 \(2016-04-04\) - General Conditions - Standing Offers - Goods or Services](#), apply to and form part of the Standing Offer.

Section 1 of 2005 (2016-04-04) – Interpretation, should be amended as follows:

DELETE: Public Works and Government Services Canada

INSERT: Natural Resources Canada

7.3.2 Standing Offers Reporting

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

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

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31;
- 4th quarter: January 1 to March 31.

The data must be submitted to the Standing Offer Authority no later than 30 calendar days after the end of the reporting period.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period shall be the date of award of the Standing Offer until March 31, 2019.

7.4.2 Extension of Standing Offer

NRCan reserves the right to extend the period of the Standing Offer for up to **two (2)** additional **twelve (12)** month periods, under the same terms and conditions. NRCan may exercise the option, or any extension thereof, at any time by written notice to the Offeror (Contractor) at least 30 calendar days prior to the Standing Offer expiry date.

The Contractor agrees that, during the extended period of the Standing Offer, the rates/prices will be in accordance with the provisions of the Standing Offer.

The option may only be exercised by the Project Authority and any extension to the period will be evidenced through a formal Standing Offer amendment issued by the Contracting Authority.

7.4.3 Comprehensive Land Claims Agreements (CLCAs)



The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the standing offer.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Julia Armstrong
Procurement Officer
Natural Resources Canada
1 Challenger Drive
Dartmouth, Nova Scotia
B2Y 4A2
Tel: 902-426-7279
Email: Julia.armstrong@canada.ca

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

7.5.2 Project Authority

The Project Authority for the Standing Offer is:

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

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

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

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

7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is Natural Resources Canada.

7.8 Call-up Procedures

A. Right of first refusal basis

The call-up procedures require that when a requirement is identified, the identified user will contact the highest-ranked Offeror to determine if the requirement can be satisfied by that Offeror. If the highest-ranked Offeror is able to meet the requirement, a call-up is made against its standing offer. If that Offeror is unable to meet the requirement, the identified user will contact the next ranked Offeror. The identified user will continue and proceed as above until one Offeror indicates that it can meet the requirement of the call-up. In other words, call-ups are made based on the "right of first refusal" basis. When the highest-ranked Offeror is unable to fulfill the need, the identified user is required to document its file appropriately. The resulting call-ups are considered competitive and the competitive call-up authorities can be used.

For each requirement, the identified user will provide the SO holder with a statement of work (SOW) via email. At minimum the SOW should contain the following information:



- Description of the work
- Estimated Level of Effort
- Location of work
- Etc.

At a minimum, each request for call-up issued will provide the Offerors with two (2) business days to submit their proposal. Natural Resources Canada reserves the right to exercise extending the minimum response time based upon the complexity of the requirement.. If the highest ranked SO holder is not able to submit a proposal, the identified user will move to the next SO holder on the list. If an offeror does not respond in the allotted time or the proposal does not address the requirement, NRCan will contact the next offeror.

If the capacity to meet the requirement by the offeror being considered is determined to be at risk by the Technical Authority, NRCan may exercise the right to go to the next ranked offeror. This will only be considered if that offeror has been awarded a previous Call-up and less than 50% of the contract has been completed. The Technical Authority at this point will evaluate the situation and determine if first ranked offeror would not be able to meet the new contract deadline.

B. NRCan will use the SO as deemed necessary, and reserves the right to use other methods of supply at its sole discretion as appropriate. This includes, but is not limited to, the right to allocate work and issue call-ups directly to SO holders based on the location of the offeror, namely the Canadian city in which the resource/offeror is located.;

7.8.1 Standing Offer: Vendor Report Card

NRCan will be evaluating the performance of all Standing Offer Holders during the course of **each** awarded Call-up. The performance will be evaluated against Annex “E” – Vendor Report Card, upon completion of each Contract

The purpose of the Vendor Report Card is intended to promote ongoing communications with and acceptable performance from the Standing Offer Holders. The Vendor Report Card is to be used for **each** completed Contract to provide the SO Holder with an assessment of their performance. The SO holder shall have the opportunity to provide comments on their scored performance. At the end of each call-up, the Vendor Report Card will be provided to the SO Holder for their response and the final score attributed by NRCan shall be deemed final, at NRCan’s full discretion.

Failure to pass the Vendor Report Card with a score of 8 or higher could result in the SO Holder being penalized for their performance. Such penalties could result in one or more of the following:

- Deny inviting the SO Holder on the next two (2) opportunities, after the first two (2) scores obtained below 8.
- Deny inviting the SO Holder on any future requirements during the full duration of the Standing Offer, including option periods, after the third failed score obtaining below 8.

7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using a call-up against a Standing Offer (942).

7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$150,000.00 (Applicable Taxes included)

7.11 Financial Limitation

The overall value of all call-ups issued from date of award to March 31, 2019 against all Standing Offers in all eight (8) categories is not expected to exceed \$1,500,000.00.

7.12. Priority of Documents

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

- a) The Call up Against the Standing Offer, including any annexes;
- b) The Articles of the Standing Offer;
- c) The General Conditions [2005 \(2016-04-04\)](#), General Conditions - Standing Offers - Goods or Services
- d) Annex “A” - Statement of Work;
- e) Annex “B” - Basis of Payment;
- f) Annex “C” – Name of Proposed Resource
- g) Annex “D” – Insurance Requirements



- h) Annex "E" – Vendor Report Card
- i) The Offeror's offer dated _____.

7.13 Certifications

7.13.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

7.14 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.

B. RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

[2029 \(2016.04.04\)](#), General Conditions - Goods or Services (Low Dollar Value) apply to and form part of the Contract.

7.3 Term of Contract

7.3.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2019 inclusive

7.3.2 Delivery Date

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

7.4 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

7.5 Payment

7.5.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex "B", to a limitation of expenditure of \$_____ (TBD in resulting call-ups). Customs duties are included, and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable

7.5.2 Limitation of Expenditure

1. Canada's total expenditure to the Standing Offer holder is not expected to exceed \$ _____. Customs duties are included and Applicable Taxes are extra.
2. . The Standing Offer holder is to notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or



- b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Standing Offer holder must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.5.3 Method of Payment

Once of the following methods of payment shall be used in each resulting call-up against the SO

- SACC Manual clause H1000C (2008-05-12), Single Payment
- SACC Manual clause H1008C (2008-05-12), Monthly Payment
- SACC Manual clause H3010C (2010-01-11), Milestone Payment

7.5.4 SACC Manual Clauses

- A2001C (2006-06-16), Foreign Nationals (Foreign Contractor)
- A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)
- A9117C (2007-11-30), T1204 Direct Request by Customer Department
- A3000C (2011-05-16), Aboriginal Business Certification
- C0711C (2008-05-12), Time Verification
- C0305C (2008-05-12), Cost Submission
- C0705C (2010-01-11), Discretionary Audit

7.6 Invoicing Instructions

Invoices shall be submitted using **one of the following methods:**

<p><u>E-mail:</u></p> <p>NRCan.invoice_imaging-service_dimagerie_des_factures.RNCan@canada.ca</p> <p>Note: Attach "PDF" file. No other formats will be accepted</p>
OR
<p><u>Fax:</u></p> <p>Local NCR region: 613-947-0987 Toll-free: 1-877-947-0987</p> <p>Note: Use highest quality settings available.</p>

Please do not submit invoices using more than one method as this will not expedite payment.

Invoices and all documents relating to a contract must be submitted on the Contractor's own form and shall bear the following reference numbers: Contract number: _____

Invoicing Instructions to suppliers: <http://www.nrcan.gc.ca/procurement/3485>

7.7 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex D. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.



ANNEX “A” – STATEMENTS OF WORK

1.0 Title

Provision of Technical Support Services Related to Energy Using Products

2.0 Objectives

The Department of Natural Resources Canada (NRCan) requires the professional services of qualified consultant (s) for the provision of technical support, research and analysis services related to energy and water using products, standards development and Regulatory activities in Canada.

Given the magnitude of current, and proposed regulatory actions NRCan requires technical assistance to expeditiously implement these actions from a bidder with a sufficient level of expertise of the industry to support NRCan decision making.

3.0 Background

The federal *Energy Efficiency Act* was enacted by Parliament on June 23, 1992. The legislation authorizes the creation of Energy Efficiency Regulations (EER)¹ specifying minimum efficiency performance standards for energy-using products and products that impact energy use. The objective of the Regulations is to reduce greenhouse gas (GHG), carbon dioxide and other atmospheric emissions through the establishment of energy efficiency standards for energy-using products, windows or door systems and products that impact energy use. All proposed regulations must include an evaluation of environmental and economic impact in terms of energy saved and emissions reduced by the proposed minimum energy and water performance levels.

The Equipment Division of the Office of Energy Efficiency (OEE) of NRCan is responsible for developing, amending and implementation of the EER and for the management of the EnerGuide and ENERGY STAR labelling programs.

Information regarding these programs is available on the NRCan Website:
<http://oee.nrcan.gc.ca/>

Manufacturers and distributors of energy using products support an integrated American and Canadian market as it allows for a coordinated approach for marketing and distribution of products in both countries. Alignment of standards for energy using products in both countries is crucial for the industry and stakeholders. The alignment of standards removes unnecessary burden to manufacturers with respect to testing, labelling and meeting the energy efficiency standards in both countries.

For some product categories (for example, residential appliances, lighting and electronics), there are no manufacturers in Canada. Since North America is an integrated marketplace, the energy and water performance levels and technical specifications for the products available in Canada are harmonized with those of the United States. Consequently, any changes to the energy efficiency standards in the US would have a significant impact in Canada.

It is important that the successful bidder for this work is aware of issues related to the majority of products within a product category. It is crucial for the successful bidder to have a thorough knowledge of the industry and stakeholders and be fully knowledgeable in all aspects of the rulemaking processes in Canada and in the U.S.

NRCan and the U.S. Department of Energy (USDOE) have published a Regulatory Partnership Statement and Annual Work Plan as part of a commitment to better align Canadian and U.S. energy efficiency standards. The initiative falls under the Regulatory

¹ The *Guide to Canada's Energy Efficiency Regulations* < <http://oee.nrcan.gc.ca/regulations/guide.cfm?PrintView=N&Text=N> >



Cooperation Council (RCC). For more information on regulatory cooperation on energy efficiency standards, visit:
<http://www.nrcan.gc.ca/energy/regulations/17308>

4.0 Scope

Technical Support Services Related to Energy Using Products categories:

9. Appliances
10. Commercial Refrigeration
11. Lighting
12. Electronics
13. Industrial Equipment
14. Heating, Ventilation and Air Conditioning Equipment
15. Window & Door Systems
16. Multi-Equipment

The products for each category of energy using equipment are detailed in Attachment 1 to Annex "A" - *List of Product Categories*.

Services include, but are not limited to:

- providing advice on technical and regulatory issues related to the product category;
- analysis of the existing test procedure and standards in comparison with the new procedures and standards in other jurisdictions;
- conducting energy efficiency studies for energy-using products;
- conducting economic and environmental impact assessments associated with establishing higher energy efficiency levels; and
- conducting market analyses of energy using products.

5.0 Requirement – Primary Resource (Technical Support)

For each category of equipment for which a bid is made as listed in 4.1, the Bidder must propose a qualified Primary Resource in the role of "Technical Support" to conduct the work. Additional resources may be used to perform a portion of the work under the direction of the Primary Resource. Should the Primary Resource end his or her affiliation with the bidding company during the term of a contract with NRCAN, the contractor must show that the replacement resource has the required qualifications as set out in this document, and be approved by NRCAN prior to conducting any work.

5.1 Roles and Responsibilities of the Primary Resource

The Primary Resource will be the responsible party for approving and signing off on all data, calculations and reports submitted under this contract and ensure that all aspects of the contract are in compliance with the following:

- ensuring that the project is completed on time and within budget, as per approved Call –up Against the Standing offer
- ensuring that the project's resource requirements have been established, objectives have been clearly determined, and tasks are properly assigned to qualified staff.

Other responsibilities of the Primary Resource may include:

- Lead and manage the project team.
- Plan and coordinate the activities of the project including assigned work, financial, planning and contracting aspects.
- Act as the main point of contact for the Technical Authority.
- Develop and maintain a detailed project plan, timetable and ensure business continuity.
- Record, manage, and resolve project issues.
- Prepare and submit reports to the Technical Authority.
- Participate in project meetings.



6.0 Tasks

TECHNICAL SUPPORT RELATED TO ENERGY USING PRODUCT CATEGORY

The Contractor for Energy Using Equipment Categories listed in Attachment 1 to Annex "A" - *List of Product Categories* shall perform the work as specified in the Call-up Against the Standing Offer document. The services may include, but are not limited to the following

6.1 Technical Analysis

6.1.1 Performing evaluations related to energy-using products (including existing and emerging technology options):

- Evaluating, modelling and comparing operating and energy performance characteristics of products.
- Evaluating and recommending changes to test procedures.
- Analysis of statistics.
- Evaluations of technical feasibility of improving product energy efficiency.
- Assessing how technology is integrated into a larger system and the resulting operating and efficiency impacts.
- Developing data collection strategies and tools.

6.2 Market Analysis

6.2.1 Gathering and analysis of Canadian market information related to:

- Sales, categorized as required.
- Products.
- Distribution methods.
- Service.
- Maintenance.
- Warranty.

6.2.2 Examining Canadian market trends, barriers and requirements of various technologies and programs;

6.2.3 Developing market forecast models.

6.3 Benchmark Analysis

A benchmark is "a standard by which something can be measured or judged." Benchmark models are the points against which the impact of regulations on the market can be measured. Benchmark analysis requires but is not limited to the following:

- Understanding and applying NRCan benchmarking methodology.
- Identifying and selecting specific characteristic of the product to perform the benchmark analysis (type, size, capacity, etc).
- Performing economic and environmental analysis.

6.3.1 Economic Analysis

6.3.1 Performing economic analysis related to energy-using products (including existing and new technology options):

- Providing information on incremental costs and pricing associated with equipment energy efficiency improvements.
- Performing cost benefit analyses.
- Identifying potential areas for cost reductions.
- Analyzing data through manipulation of large amounts of information.
- Developing impact assessments.

6.3.2 Environmental Analysis

6.3.2.1 Evaluating potential environmental impact due to proposed regulations;



6.3.2.2 Conduct environmental reviews of the product's impact on the environment in comparison with older technologies.

6.3.3 Market Compliance

6.3.3.1 Assessing conformity of products on the market with proposed levels.

6.4 Regulations and Standards Activities and Program Development

6.4.1 Providing advice, identifying opportunity for improvement and making recommendations for changes related to standards for energy using equipment in Canada;

6.4.2 Providing advice, identifying opportunity for improvement and making recommendations for changes related to NRCan's equipment energy efficiency programs and Canada's Energy Efficiency Regulations;

6.4.3 Performing analysis and evaluations of international activities related to energy using products in order to identify areas in which NRCan could improve the effectiveness of energy efficiency regulations and related standards;

6.4.4 Performing analysis and evaluation of regulatory compliance strategies;

6.4.5 Examining opportunities for co-operation with manufacturers, standards organizations and others.

6.5 Research and Reporting

6.5.1 Providing research and reporting services:

- Gathering data related to the Canadian market and stakeholders.
- Reviewing existing literature.
- Preparing project reports.
- Preparing conclusion and recommendations.

6.6 Presentation of Information

6.6.1 Presenting information to NRCan technical authorities, other federal government officials and non-government officials related to energy efficiency of equipment issues;

6.6.3 Participating in telephone conference calls;

6.6.4 Preparing information documents related to energy using equipment using a style appropriate to the targeted group (general public, experts in the field).

7.0 Language

Services are to be provided in English

8.0 Deliverables

All reports prepared shall be submitted by e-mail in MS Word format to the Technical Authority. In addition all calculations and data sheets must be provided in MS Excel format.

Deliverables may include, but are not limited to:

- 1) analytical reports;
- 2) draft reports;
- 3) progress reports;
- 4) final reports;
- 5) data and information questionnaire;



- 6) electronic spreadsheets;
- 7) databases;
- 8) summaries or policy briefs;
- 9) presentations;



Attachment 1 to Annex "A"

List of Product Categories

1. Appliances

Clothes Washers (residential & residential style commercial)
Clothes dryers (electric, gas)
Heat-pump dryers
Integrated washer/dryers
Ranges (electric, gas)
Microwaves ovens
Refrigerators
Wine Coolers
Hybrid Wine Coolers/Refrigerators/Freezers
Freezers
Dishwashers
Dehumidifiers (portable and whole house)
Hot Tubs
Thermostat (line-voltage, low voltage)
Pre-rinse-spray valves
Commercial Kitchen appliances (oven, dishwasher, grill, etc)
Bottled-water coolers
Ceiling fan airflow
Any other relevant product

2. Commercial Refrigeration

Icemakers
Vending Machines
Refrigeration Compressors
Commercial refrigeration equipment
Walk-in coolers/freezers
Any other relevant product

3. Lighting

Fluorescent lamps and ballasts
Incandescent reflector lamps
LED lamps
Halogen lamps
Ceiling fan light kits
Torchiere
High intensity discharge lamps and ballasts
Roadway, security lighting and signage
Fixtures (residential/commercial)
Lighting controls
Any other relevant product

4. Electronics (Consumer Electronics & Office)

Audio and video products
Game consoles
TV/VCR/DVD and all combinations of these
Set-top boxes and digital TV adapters
Cordless telephones
Power supplies and battery chargers
Computers/monitors
Cordless telephones / answering machines
Imaging equipment (photocopiers / printers / fax machines / scanners and combinations of these)
Multifunctional devices
Small network equipment (routers, switches and integrated access devices)
Thermostats (connected and adaptive)



Any other relevant product

5. Industrial Equipment

Electric motors
Variable speed drives
Pumps & circulators
Compressors (air/gas)
Industrial fans and blowers
Transformers
Medical imaging equipment
Any other relevant product

6. Heating, Ventilation and Air Conditioning Equipment

Residential and commercial furnaces (gas, oil, electric)
Residential and commercial boilers (gas-fired, oil-fired, electric)
Combination water and space heating equipment
Integrated mechanical systems
Direct heating equipment (room, unit, infrared heaters, wall furnaces)
Gas fireplaces
Residential and commercial fans (bathroom fans, range hoods etc)
Heat recovery/energy recovery ventilators
Residential and commercial air conditioners
Roof-top units (make-up air units, dedicated outdoor air systems, etc)
Micro-cogeneration units
Residential and commercial heat pumps (gas and electric)
Chillers
Water loop and ground water heat pumps
Fixtures & distribution systems (air and water)
Other residential and commercial water using equipment
Water heaters (gas, oil, electric)
Heat pump water heaters (gas and electric)
Any other relevant product

7. Window and Door Systems

Windows
Sliding glass doors
Entry door systems
Skylights
Computer modeling of window and door systems
Any other relevant product

8. Multi-Equipment

Standby
Network standby
Network connected devices (smart lamps, smart TV's etc)
Any other cross-cutting issues relating to more than one category from categories 1 to 7 above.



ANNEX “B” – BASIS OF PAYMENT

To be completed at contract award



ANNEX “C” – NAME OF PROPOSED RESOURCE

NAME OF PROPOSED RESOURCE

Technical Support Services Related to Energy Using Equipment

Equipment Category	Name of Proposed Resource
Appliance	
Commercial Refrigeration	
Lighting Products	
Electronics (Consumer Electronics & Office)	
Industrial Equipment	
Heating, Ventilation and Air Conditioning Equipment	
Window and Door Systems	
Multi-Equipment	



ANNEX “D” – INSURANCE REQUIREMENTS

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - m. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

*Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8*

For other provinces and territories, send to:



*Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.



ANNEX “E” – VENDOR REPORT CARD

Report Card For Contracts awarded under the Provision of Technical Support Services Related Energy Using Products for the Regional Master Standing Offer		
Name of Project: Contract Number: Name of Supplier: Name of Person Completing Form: Title of Person Completing the Form Date of Completion of Form: Subject of Form (e.g., specific deliverable; project)		
<p>The purpose of this Report Card is enable assurance of acceptable performance of an SO Holder during the course of each awarded Contract. This Report Card is to be used for each submitted deliverable to provide the So Holder with an assessment on their performance. The SO Holder shall have the opportunity to provide comments on their scored performance. At the end of each contract, the last Report Card will be provided to the SA Holder for their response and the final score attributed by NRCan shall be deemed final, at NRCan’s full discretion.</p> <p>A score of eight (8) out of twelve (12) is the minimum an SO Holder must obtain to pass. If an SO Holder obtains a failed score on their Report Card, NRCan reserves the right to deny inviting the SA Holder on the next two (2) opportunities. If a SO Holder obtains a second fail, NRCan reserves the right to withdraw your Standing Offer and any future option periods will not be exercised.</p> <p>If a SO Holder obtains a failed score, their Report Card will be provided by the Contracting Authority to the SO Holder in question.</p>		
Criteria	Definitions	Score
Communication	Definition: <i>Communications with Strategic Evaluation, Program Officials and Interviewees are professional (e.g., clear, courteous and businesslike).</i>	
	1 Point - Not professional*.	
	2 Points - Mostly professional.	
	3 Points - Consistently professional.	
	Comments:	
Content	Definition: <i>The content of the deliverables is technically accurate and comprehensive.</i>	
	2 Point - Lack detail and clarity, contain technical inaccuracies, several statements are not substantiated and many questions are raised that require clarification or adjustments. (ie: many grammar, spelling and formatting errors)	
	4 Points - Raise a few questions that require minor clarification or adjustments (ie: a few grammar, spelling and/or formatting errors).	
	6 Points - Concise, technically accurate, adequate level of detail, easily understood and contains no errors.	
	Comments:	
Punctuality	Definition: <i>The deliverables are provided according to the timelines</i>	
	1 Point - Not provided within the timelines and notice was not provided and agreed to prior to the due dates.	
	2 Points - Not provided within the timelines but valid justification(s) and request(s) for extension(s) received and agreed to in advance.	
	3 Points - Provided within the timelines.	
	Comments:	
Total Score Available		12
Total Score Obtained		