Return Bids to:

Retourner Les Soumissions à :

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

Attention: Valerie Holmes

Request for Standing Offer Demande d'offre à commandes

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

Le Canada, représenté par le ministre des Ressources naturelles Canada, autorise par la présente, une offre à commandes au nom de client identifié ci-après

Comments - Commentaires

If using a courier service to deliver your bid response, please ensure that the Bid Solicitation Number, closing date and time are identified on the front of the courier envelope

Issuing Office - Bureau de distribution

Finance and Procurement Branch Natural Resources Canada 580 Booth Street, 5th Floor Ottawa, Ontario K1A 0E4

Title – Sujet				
Fleet Telematics and Analysis Initiative Solicitation No. – No de l'invitation				
	Date			
NRCan-5000032122	07 July 2017			
Client Reference No Nº de reference du client				
5000030654 Requisition Reference No Nº de la demande				
140496				
Solicitation Closes – L'invitation prend	fin			
at – à 02:00 PM EDT				
on – le 15 August 2017				
on – le 13 August 2017				
Address Enquiries to: - Adresse toutes	Buyer ID – Id de l'acheteur			
questions à:				
	AB4			
Valerie Holmes				
Valerie.holmes@canada.ca				
Telephone No. – No de telephone	Fax No. – No. de Fax			
(343) 292-8371	(613) 947-5477			
Security – Sécurité				
This Standing Offer does not have a security requiremen Cette d'offre à commandes n'est pas une exigence de sé				
If marked "X" please see the box to the left	Acknowledgement copy			
required				
S'il ya un "X" ici, s.v.p. voir la boite à la gauche Acc Destination – of Goods, Services and Construction:	usé de réception requis			
Destination – or Goods, Services and Construction: Destination – des biens, services et construction:				
,				
Natural Resources Canada				
601 Booth Street				
Ottawa, Ontario				
K1A 0E8				
Vendor/Firm Name and Address				
Raison sociale et adresse du fournisseur/de l'entrepren	eur			
•				
Telephone No.:- No. de téléphone:				
Facsimile No.: - No. de télécopieur:				
Email : - Courriel :				
Name and Title of person authorized to sign on behalf of				
Nom et titre de la personne autorisée à signer au nom o (taper ou écrire en caractères d'imprimerie)	au tournisseur/de r'entrepreneur			
Signature	Date			

Request for Standing Offer: NRCan-5000032122

PART 1 – GENERAL INFORMATION	4
1. Introduction	4
2. Summary	4
2.1 Comprehensive Land Claims Agreements	4
2.2 Applicable Trade Agreements	5
3. Security Requirement	5
4. Debriefings	5
PART 2 – OFFEROR INSTRUCTIONS	6
1. Standard Instructions, Clauses and Conditions	6
2. Submission of Offers	6
3. Enquiries – Request for Standing Offers	7
4. Applicable Laws	
PART 3 – OFFER PREPARATION INSTRUCTIONS	8
1. Offer Preparation Instructions	8
1.1 Exchange Rate Fluctuation	
PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION	10
1. Evaluation Procedures	10
1.1 Technical Evaluation	10
2. Basis of Selection	12
PART 5 – CERTIFICATIONS	
1. Conditions Precedent to Award of Standing Offer	
1.1 Certifications Precedent to Issuance of a Standing Offer	
1.1.1 Integrity Provisions – Associated Information	
2. Additional Certifications Precedent to Issuance of a Standing Offer	
2.1 Status and Availability of Resource	
2.2 Education and Experience Certification	
2.3 Former Public Servants	
2.4 Aboriginal Designation	
2.5 Rate or Price Certification	
2.6 Integrity Provisions - Certification	
PART 6 – SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS	
1. Security Requirement	
2. Financial Capacity	
3. Insurance Requirements	
PART 7 – STANDING OFFER AND RESULTING CONTRACT CLAUSES	
A. STANDING OFFER	
1. Offer	
2. Security Requirement	
3. Standard Clauses and Conditions	
3.1 General Conditions	
3.2 Supplemental General Conditions	
3.2 Standing Offers Reporting	
4. Term of Standing Offer	
4.1 Period of the Standing Offer	
4.2 Option to Extend Standing Offer	
4.3 Standing Offer Holder Performance Evaluation	
5. Authorities	
5.1 Standing Offer Authority	
5.2 Project Authority	
5.3 Offeror's Representative	
5.4 Proactive Disclosure of Contracts with Former Public Servants	
6. Identified Users	
7. Call-up Procedures	
8. Call-up Instrument	23 23
7. LIUULGUOU OI CAU-UUS	/3

10.	Priority of Documents	23
11.	Certifications	23
11	1.1 Compliance	23
12.	Applicable Laws	24
B. RI	ESULTING CONTRACT CLAUSES	24
1.	Statement of Work	24
2.	Standard Clauses and Conditions	24
2.	.1 General Conditions	24
3.	Supplemental General Conditions	24
3.	.1 International Sanctions	24
3.	.2 Dispute Resolution	24
3.	.3 Withholding Tax of 15 Percent (%)	
3.	.4 Foreign Nationals	25
3.	.5 Compliance with Mandatory Certifications	25
3.	.6 Method of Payment	25
4.	Term of Contract	25
4.	.1 Period of the Contract	25
5.	Payment	26
5.	.1 Basis of Payment (Firm Price, Firm Unit Price(s) or Firm Lot Price(s))	26
5.	.2 SACC Manual Clauses	26
6.	Invoicing Instructions	26
7.	Insurance	
	X "A" – STATEMENT OF WORK	
	1 Title	
SW2	2 Background	
S۱	W2.1 Purpose	
S۱	W2.2 Summary Understanding of Current State	
	W2.3 Capabilities Gap	
	3 Objectives	
SW4	4 Project Requirements	
S۱	W4.1 Tasks, Deliverables, Milestones and Schedule	
S۱	W4.2 Reporting Requirements	
	W4.3 Method and Source of Acceptance	
SW5	5 Other Terms and Conditions of the SOW	
S۱	W5.1 Contractor's Obligations	29
S۱	W5.2 NRCan's Obligations	
S۱	W5.3 Location of Work, Work Site and Delivery Point	
S۱	W5.4 Language of Work	30
S۱	W5.5 Special Requirements	30
	W5.6 Insurance Requirements	
ANNEX	X "B" – BASIS OF PAYMENT	
1.		
1.	.1 Taxes as Related to Bids Received	
2.	Offeror Financial Offer – Pricing Details to be Completed by the Offeror	
	.1 Firm Rates	
ANNEX	X "C" – VENDOR PERFORMANCE	



PART 1 – GENERAL INFORMATION

1. Introduction

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

- **Part 1** General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- **Part 3 Offer Preparation Instructions**: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- **Part 4 Evaluation Procedures and Basis of Selection**: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;

Request for Standing Offer: NRCan-5000032122

- **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" - Vendor Performance

2. Summary

By means of this RFSO, Natural Resources Canada (NRCan) is seeking proposals from Bidders, to create a list of qualified service providers for this initiative to reduce emissions from federal vehicle fleet operations by benchmarking the current state of the federal fleet, tracking current vehicle use, using evidence based modelling to make lowest emitting suitable vehicle replacement recommendations and measuring outcomes from vehicle replacement and behaviour change.

The period of the SOs will be for a **one year period** with the option to extend by **three (3)** additional periods of **twelve (12)** months, under the same terms and conditions. NRCan may exercise the option, or any extension thereof, at any time by written notice to the Offeror at least thirty (30) calendar days prior to the SO expiry date.

2.1 Comprehensive Land Claims Agreements

The Request for Standing Offers (RFSO) is to establish Departmental Individual Standing Offers for the delivery of the requirement detailed in the RFSO, to the Identified Users across Canada, **including** areas subject to Comprehensive Land Claims Agreements (CLCAs).

2.2 **Applicable Trade Agreements**

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

Request for Standing Offer: NRCan-5000032122

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.

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

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

Request for Standing Offer: NRCan-5000032122

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

Subsection 8.1 – Transmission by Facsimile of 2006 (2016-04-04) Standard Instructions – Request for Standing Offers - Goods or Services – Competitive Requirements, is amended as follows:

DELETE: (819) 997-9776 INSERT: (613) 995-2920

2. Submission of Offers

It is the Bidders responsibility to ensure that proposals are delivered to the following location, by the time and date indicated on page 1 of this RFP document:

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 RFSO 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.

Request for Standing Offer: NRCan-5000032122

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 enguiry 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.

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.

Ressources naturelles

PART 3 – OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

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

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

Request for Standing Offer: NRCan-5000032122

HARD COPY:

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

Section II: Financial Bid - 1 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 copy

OR:

ELECTRONIC STORAGE MEDIA (preferred method):

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

Section I:

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

Section II: Financial Bid

1 copy (included with original Technical Bid, saved separately please – not as part of Technical Bid).

Section III: Certifications -

1 copy (included with original Technical Bid, saved separately – not part of Technical Bid)

Note: NRCan will accept either Hard copy or Electronic Storage Media submitted bids. However, it is NRCan's preference that you submit via Electronic Storage Media in order to support our Green Initiative.

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

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

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

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

use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest 1) 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 Offer

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

Section II - Financial Offer

Bidders must submit their financial bid 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.

1.1 **Exchange Rate Fluctuation**

SACC C3011T (2013-11-06)

Section III - Certifications

Offerors must submit the certifications required under Part 5.



Request for Standing Offer: NRCan-5000032122

PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

Item	Mandatory Requirement	Compliant	Reference to Bidder's Proposal
		(Yes/No)	
M1	The proposed resource MUST provide three (3) written	Yes	
	project summaries describing in detail their current and	☐ No	
	previous experience in the provision of fleet telematics		
	and analysis services.		
	At least one (1) of the three (3) project summaries cited		
	MUST be for services within a government agency or		
	department. Within each project summary provided,		
	Bidders must indicated:		
	3.000.00.000.000.000.000.000.000.000.00		
	 The name of the client organization; 		
	 A brief description of the scope of services 		
	provided;		
	 The dates and duration of the project; 		
	 The dollar value of the project (to the Offeror) 		
	NRCan reserves the right to contact the named client		
	project authorities to verify the accuracy and veracity of		
	each of the Bidder's cited Project Summaries.		
M2	The proposed resource MUST demonstrate, using project	Yes	
	descriptions the ability to data log vehicles and record	☐ No	
	information such as:		
	 Odometer reading (from On-board diagnostics 		
	signals not GPS)		
	 Distance logged 		
	Idling time		
	 CO2 tailpipe emissions 		
	Fuel consumption		
М3	The proposed resource MUST demonstrate the ability to	Yes	
	perform suitability assessments.	∐ No	
M4	The proposed resource MUST demonstrate the ability to	Yes	
	accurately collect vehicle use data (kilometres travelled,	∐ No	
	idling time, fuel use and % of hard acceleration and		
	breaking using On-board diagnostics (OBD) signals, not		
	GPS)		

Request for Standing Offer: NRCan-5000032122

M5	The proposed resource MUST demonstrate the ability to perform EVSE requirement and installation recommendation.	Yes No	
M6	The proposed resource MUST demonstrate the ability to perform fleet right-sizing analysis.	Yes No	
M7	Bidders MUST include within their proposal a detailed curriculum vitae (CV) for each proposed resource named in their proposal. The CVs must include the following: • A detailed description of the proposed resource's work experience (indicated in years/months) in the provision of citizen centred civic design services to a government agency or department; • Educational and professional designation attainments, and all other academic credentials for each proposed resource; • The number of months of previous work experience during all the past three (3) years in the provision of citizen centred civic design services; and • The security clearance of the proposed resource.	Yes No	

1.1.2 Point Rated Requirements

Item	Point Rated Requirements	Points Breakdo	wn	Max Points	Clearly detail where in your proposal you can find the information
R1	The proposed resource should demonstrate, using short project descriptions, how many projects he/she has led with fleet telematics in the public sector.	1 project 2 – 4 projects 5 – 10 projects	5 10 15	15	
R2	The proposed resource should demonstrate, using short project descriptions, how long he/she has led projects using fleet telematics in both the public and private sectors	5 years >5 – 10 years >10 – 15 years	4 8 12	12	
R3	The proposed resource should demonstrate using short project description the ability to data log for distance travelled, GHG reductions, idling and energy consumption a variety of powertrains including Plug-in Hybrid Electric Vehicles (PHEVs) and Battery Electric Vehicles (BEVs).	PHEVs BEVs	5 5	10	
R4	The proposed resource should demonstrate, using short descriptions, how many projects in which he/she has designed recommendations which include EVSE requirements in both public and private sectors.	1 project 2 – 4 projects 5 – 10 projects	2 5 7	7	
	Points Available:	C00/\		44	
Total Points Needed to be Considered Compliant (60%)			26		

2. Basis of Selection

Highest Combined Rating of Technical Merit and Price

The responsive (compliant) Bidder with the highest combined rating of technical merit (70%) and price (30%) will be recommended for award of a contract. The price outlined below is reflective of a "per diem" and is for evaluation purposes only. The figure to be used will be the average of all per diem rates proposed in Annex "B" (inclusive of all option periods).

Request for Standing Offer: NRCan-5000032122

See the following example table below.

Example of 70% Technical Merit/30% Price Determination					
	Bidder 1	Bidder 2	Bidder 3		
Technical Points Achieved by Bidder	88	82	76		
Price Quoted by Bidder	\$850	\$800	\$750		
	CALCULATIONS				
	Technical Points Achieved	Rated Price Points Achieved	Total Points Achieved		
Bidder 1	88 X 70 = 70.00 *88	**750 X 30 = 26.47 850	96.47		
Bidder 2	82 X 70 = 65.23 *88	**750 X 30 = 28.13	93.36		
Bidder 3	<u>76</u> X 70 = 60.46 *88	**750 X 30 = 30.0 750	90.46		
* Represents the highest technical score ** Represents the lowest priced proposal					

Assumption: Three compliant (responsive) bids have been received. The maximum technical score that can be obtained is 100 points. The Highest technical score and lowest price proposal received full rated percentage and other proposals are prorated accordingly.

The winner is the Bidder scoring the Highest Total Points as a result of applying the Best Value Calculations to the technical bid and the bid price, respectively. Based on the above calculations, a contract would be awarded to Bidder 1.

NRCan is willing to set-aside one (1) Standing Offer to a compliant Aboriginal firm.

PART 5 – CERTIFICATIONS

1. Conditions Precedent to Award of Standing Offer

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.

Request for Standing Offer: NRCan-5000032122

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.

1.1 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.

1.1.1 Integrity Provisions – Associated Information

In accordance with the <u>Ineligibility and Suspension Policy</u> (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.

1.1.2 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.

2. Additional Certifications Precedent to Issuance of a Standing Offer

2.1 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.

Ressources naturelles Canada

Request for Standing Offer: NRCan-5000032122

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.

Date

2.2 Education and Experience Certification

Signature of Authorized Company Official

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

Signature of Authorized Company Official Date

2.3 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

2.4	Aboriginal Designation	
Jigi ial	are or Addionized Company Official	Date
	ure of Authorized Company Official	Date
	l contracts awarded during the lump sum payment per sum payment is \$5,000, including the Goods and Servi	riod, the total amount of fee that may be paid to a FPS who received a ices Tax or Harmonized Sales Tax.
	Contract Number:	Contract Amount (Professional Fees):
(h)	Other Contracts subject to Work Force Reduction Pro	ogram Restrictions:
(g)	Number and amount (professional fees) of other con	tracts subject to the restrictions of a work force reduction program:
	Start date: End date: Number of weeks:	
(e) (f)	Rate of pay on which lump sum payment is based: Period of lump sum payment including:	
(d)	Amount of lump sum payment:	
(c)	Date of termination of employment:	
(a) (b)	Name of former public servant: Conditions of the lump sum payment incentive:	
If so,	the Bidder must provide the following information:	
	Bidder a FPS who received a lump sum payment pursum NO ()	uant to the terms of a work force reduction program?
Work	Force Reduction Program	
(a) (b)	Name of former public servant; Date of termination of employment or retirement from	om the Public Service.
	the Bidder must provide the following information:	
		. , , , ,
Is the	Bidder a FPS in receipt of a pension as defined above?	? YES () NO ()

Who is eligible?

- a. 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

Name of each member of the joint venture:

Ressources naturelles

Request for Standing Offer: NRCan-5000032122

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 b. business(es), provided that the Aboriginal business(es) has at least 51 percent ownership and control of the joint venture.

	e employees at the date of submitting the bid, at least thirty-three percent of be maintained throughout the duration of the contract.
The supplier must certify in its submitted bid that it is	an Aboriginal business or a joint venture constituted as described above.
☐ Our Company <u>is NOT an Aboriginal Firm</u>	
\square Our Company is an Aboriginal Firm, as identified a below:	bove. The bidder must complete the certificate from the appropriate clause
SACC Manual clauses <u>A3000T</u> , <u>A3001T</u> , <u>M3030T</u> , <u>M90</u> and submit with their bid/offer/arrangement.	30T, S3035T and S3035T contain a certification that suppliers must complete
Signature of Authorized Company Official	Date
2.5 Rate or Price Certification	
The Bidder certifies that the price proposed is not in a favoured customer, for the like quality and quantity of	excess of the lowest price charged anyone else, including the Bidder's most of the goods, services or both.
Signature of Authorized Company Official	Date Date
2.6 Integrity Provisions - Certification	
	olicy (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder n, as applicable, to be given further consideration in the procurement process.
List of Names: All applicants, regardless of their statu participate in a procurement process:	s under the policy, must have the following information at the time to
Suppliers that are corporate entities, including those current directors or, for a privately owned corporation	bidding as joint ventures, must provide a complete list of the names of all n, the names of the owners of the corporation;
Suppliers bidding as sole proprietors, including sole prof all owners;	roprietors bidding as joint ventures, must provide a complete list of the names
Suppliers that are a partnership do not need to provide	de a list of names.
Name of Supplier:	
OR	

Member 1:		
Member 2:		
Member 3:		
Member 4:		
Identification of the directors / owners	:	
NAME	FIRST NAME	TITLE
	111.01 10 111.12	IIILE
	11101101101	IIILE
	7.1107.107.107	IIILE
	7.100.100.100	THE STATE ST

Date

Request for Standing Offer: NRCan-5000032122

Natural Resources Canada

Signature of Authorized Company Official

Ressources naturelles Canada

Natural Resources

PART 6 – SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

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.

Request for Standing Offer: NRCan-5000032122

2. **Financial Capacity**

SACC Manual clause M9033T (2011-05-16) - Financial Capability

3. **Insurance Requirements**

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

PART 7 – STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

Offer

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

2. Security Requirement

There is no security requirement applicable to this Standing Offer.

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

Request for Standing Offer: NRCan-5000032122

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

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. (AMIC). The parties acknowledge receipt of the rules of AMIC. 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.

Request for Standing Offer: NRCan-5000032122

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.

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

3.2.3 Withholding Tax of 15 Percent (%)

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

3.2.4 Foreign Nationals

SACC Manual clause A2000C (2006-06-16) - Foreign Nationals (Canadian Contractor) SACC Manual clause A2001C (2006-06-16) - Foreign Nationals (Foreign Contractor)

3.2.5 Compliance with Mandatory Certifications

Compliance with the Certifications provided by the successful Bidder (Contractor) is a condition of the Contract and is subject to verification by Canada during the entire period of the Standing Offer. In the event that the Contractor does not comply with any certification or that it is determined that any certification made by the Contractor in its proposal is untrue, whether made knowingly or unknowingly, the Minister shall have the right, pursuant to the default provisions of the Standing Offer, to terminate the Standing Offer and/or any resulting Call-up issued against the Standing Offer for default.

3.2.6 Method of Payment

Upon completion of any services provided, and the submission of an invoice in a form, and containing required information (as will be detailed in the contract), acceptable to the Project Authority; the Method of Payment is as follows:

Payment upon completion for charges incurred in accordance with the Basis of Payment.

Request for Standing Offer: NRCan-5000032122

3.2 Standing Offers Reporting

The Supplier 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 Supplier must provide this data in accordance with the reporting requirements detailed in Annex "A". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Supplier 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 <u>ten (10)</u> calendar days after the end of the reporting period.

4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for the Standing Offer is for a <u>twelve (12)</u> month period from Standing Offer Award with <u>three (3)</u> twelve month option periods. The period shall be from date of award of Agreement until <u>July 31, 2018</u>.

4.2 Option to Extend Standing Offer

NRCan reserves the right to extend the period of the Standing Offer for up to <u>three (3)</u> additional <u>twelve (12)</u> 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.

4.3 Standing Offer Holder Performance Evaluation

NRCan will be evaluating the performance of all Standing Offer Holders during the course of <u>each</u> awarded Call-up. The performance will be evaluated against Annex "D" – Vendor Performance Evaluation, upon completion of each call-up. The Vendor Performance Evaluation will be used to ensure the Standing Offer Holders are providing quality services under each call-up.

The purpose of the Vendor Performance Sheet is intended to promote ongoing communications with and acceptable performance from the Standing Offer Holders. The Vendor Performance Evaluation is to be used for <u>each</u> completed call-up by a selected SO Holder and the SO Holder will be provided a copy of the 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 Performance Evaluation 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.

Ressources naturelles

Request for Standing Offer: NRCan-5000032122

Failure to pass the Vendor Performance Evaluation with a score of 80% or higher could result in the SO Holder being penalized for their performance. Such penalties could result in one or more of the following:

- Meet with NRCan, at the Vendor's expense, to review the issues and to determine how to resolve the issue(s);
- Deny inviting the SO Holder on the next two (2) opportunities, after the first two (2) scores obtained below 80%;
- Deny inviting the SO Holder on any future requirements during the full duration of the Standing Offer, including option periods, after the fourth failed score obtaining below 80%.

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority will be:

Valerie Holmes

Procurement Specialist Natural Resources Canada 580 Booth Street, 5th Floor Ottawa, Ontario

K1A 0E4

Tel: 343-292-8371 Fax: 613-947-5477

Email: Valerie.holmes@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/she is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

5.2 Project Authority

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.

5.3 Offeror's Representative

Name:		
Title:		
Company:		
Telephone:		
Facsimile:		
Email:		

5.4 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 <u>Public Service Superannuation</u> <u>Act</u> (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 <u>Contracting Policy Notice</u>: 2012-2 of the Treasury Board Secretariat of Canada.

6. Identified Users

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

7. Call-up Procedures

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.

Request for Standing Offer: NRCan-5000032122

8. Call-up Instrument

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

9. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$100,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

10. 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) The Supplemental General Conditions defined herein;
- e) Annex "A" Statement of Work;
- f) Annex "B" Basis of Payment;
- g) Annex "C" Vendor Performance Evaluation
- h) The Offeror's offer dated ______.

11. Certifications

11.1 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.

12. 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.

Request for Standing Offer: NRCan-5000032122

B. RESULTING CONTRACT CLAUSES

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

1. Statement of Work

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

2. Standard Clauses and Conditions

2.1 General Conditions

2010C (2016-04-04) - General Conditions - Services (Medium Complexity), apply to and form part of the Contract.

3. Supplemental General Conditions

3.1 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 Dispute Resolution

Mediation

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

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.

Request for Standing Offer: NRCan-5000032122

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.

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

3.3 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.

3.4 Foreign Nationals

SACC Manual clause A2000C (2006-06-16) - Foreign Nationals (Canadian Contractor) SACC Manual clause A2001C (2006-06-16) - Foreign Nationals (Foreign Contractor)

3.5 Compliance with Mandatory Certifications

Compliance with the Certifications provided by the successful Bidder (Contractor) is a condition of the Contract and is subject to verification by Canada during the entire period of the Standing Offer and any resulting Call-up issued against the Standing Offer. In the event that the Contractor does not comply with any certification or that it is determined that any certification made by the Contractor in its proposal is untrue, whether made knowingly or unknowingly, the Minister shall have the right, pursuant to the default provisions of the Standing Offer, to terminate the Standing Offer and/or any resulting Call-up issued against the Standing Offer for default.

3.6 Method of Payment

Not more frequently than once a month, upon submission of an invoice in a form, and containing required information (as will be detailed in the contract), acceptable to the Project Authority; the Method of Payment is as follows:

Payment monthly for charges incurred in accordance with the Basis of Payment.

4. Term of Contract

4.1 Period of the Contract

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

Natural Resources

Payment

5.1 Basis of Payment (Firm Price, Firm Unit Price(s) or Firm Lot Price(s))

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in each call-up. Customs duties are included and Applicable Taxes are extra.

Request for Standing Offer: NRCan-5000032122

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

5.2 **SACC Manual Clauses**

A9117C (2007-11-30) - T1204 - Direct Request by Customer Department

6. **Invoicing Instructions**

Invoices shall be submitted using one of the following methods:

E-mail:		Fax:
NRCan.invoice imaging-service dimagerie des factures.RNCan@canada.ca Note:	OR	Local NCR region: 613-947-0987 Toll-free: 1-877-947-0987
Attach "PDF" file. No other formats will be accepted		Note: Use highest quality settings available.

Please do <u>not</u> 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: Call-up number:

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

7. **Insurance**

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

ANNEX "A" – STATEMENT OF WORK

SW1 Title

Fleet Telematics and Analysis Initiative

SW2 Background

SW2.1 Purpose

The Government of Canada has committed to an aspirational GHG emissions reduction target of 40% from all Government of Canada operations, including fleets, by 2030.

Request for Standing Offer: NRCan-5000032122

At the 2016 North American Leaders Summit, leaders of Mexico, the US and Canada agreed to collaboration on a number of transportation related initiatives, including fostering greater uptake of lower emitting vehicles in federal operations, when applicable.

More recently, in conjunction with COP 22, Canada joined China, France, Japan, Norway, Sweden and UK and the US in a pledge to increase electric vehicles deployment in government fleets as through the Government Fleet Declaration support by the Electric Vehicle Initiative, under the Clean Energy Ministerial.

SW2.2 Summary Understanding of Current State

The federal fleet accounts for approximately 10% of GHG emissions from Government of Canada operations. The federal fleet is comprised of over 25,000 vehicles; of these roughly 3,000 are considered administrative vehicles which are on-road vehicles that do not have specific operational requirements in terms of options and duty-cycle. The vast majority of these vehicles are internal combustion only. Many fleet operators lack the information they need to execute the purchase of a low-carbon vehicle.

SW2.3 Capabilities Gap

Currently fleet operators use logbooks to report on vehicle mileage and fuel consumption. However, these logs are often forgotten and/or filled out inaccurately. It is also difficult for fleet managers to accurately choose the most fuel-efficient least emitting vehicle for a specific use. The lack of accurate information can also lead to underutilized assets, an inability identify where efficiencies can be made (right-sizing, eco-driving) or to measure the GHG emission baseline and reduction of the fleet.

SW3 Objectives

The objective of this Standing Offer is to create a list of qualified service providers for this initiative to reduce emissions from vehicles fleet operations by benchmarking the current state of the federal fleet, tracking current vehicle use, using evidence based modelling to make lowest emitting suitable vehicle replacement recommendations and measuring outcomes from vehicle replacement and behaviour change.

SW4 Project Requirements

SW4.1 Tasks, Deliverables, Milestones and Schedule

The Office of Energy Efficiency requires fleet analysis and telematics services (including equipment rental, database management and analysis) to collect data and provide actionable information and guidance relating to:

- Benchmarking the current state of operation of a fleet
 - Number of vehicles
 - Annual Vehicle Kilometres Travelled

- - Annual GHG Emissions
 - Eco driving score (% of hard acceleration and breaking)
 - o GHG reduction potential
 - Vehicle Use Duty-cycle Data Logging
 - Odometer reading (from On-board diagnostics signals not GPS)
 - Distance logged
 - o Idling time
 - o CO2 tailpipe emissions
 - o Fuel Consumption
 - Electricity Consumption (PHEV & BEV)
 - Battery Charge (PHEV & BEV)
 - **Suitability Assessments**
 - o Predictive analysis and vehicle recommendation based on specific duty cycles
 - **EVSE** Requirements
 - Analysis and recommendations of quantity and level of EVSE installations
 - Right Sizing
 - Analysis of vehicle use and recommendation on total vehicles required for fleet operations
 - Performance Measurement
 - Measurement of fleet fuel use and GHG reductions as a results of new low-carbon vehicle purchases

Request for Standing Offer: NRCan-5000032122

o Measurement of fleet fuel use and GHG reductions as a result of Eco Driving training

Tasks/Activities	Deliverables	Time Schedule					
Phase 1 – Project Design and Scoping							
Project Design & Scoping	Project Plan	Fall 2017					
Fleet identification & communication	Implementation plan of highest priority	Fall 2017					
planning	fleets to engage in analysis						
Phase 2 – Deployment of Data Loggers							
Communications plan regarding the	Communication Plan	Winter 2017/Spring 2018					
telematics service							
Deployment of loggers	Loggers sent to fleets	Winter 2017/Spring 2018					
Information portal setup	Setup user groups and training for fleet	Winter 2017/Spring 2018					
	managers						
Analysis & Reporting	Fleet Report including Right-Sizing,	Annually					
	Suitability, EVSE requirements and fuel						
	use/GHG reductions						
Phase 3 – Continuation and Refinement							
Continuation of phased approach to	Repeat of Phase 2						
fleet analytics							
Program Re-Evaluation	Discussion and report of potential	Annually					
	Program improvements						
Phase 4 – Overall Analysis							
Evaluation and reporting	Final Project report and	Winter 2021					
	recommendations						

Ressources naturelles Canada

Request for Standing Offer: NRCan-5000032122

SW4.2 Reporting Requirements

The Contractor will provide verbal bi-monthly (ever 2 weeks), and written monthly updates to the Project Authority to ensure the contract demonstrates timely deliverables, in accordance with the budget and acceptable quality.

The Contractor and Project Authority will attend monthly in-person or virtual meetings to ensure the project is on track, discuss challenges and revise planning and delivery accordingly.

The Contractor will be available to provide presentations to the Project Authority management and to relevant stakeholders (OEE, Stakeholders, etc.) at the frequency requested by the Project Authority.

The Contractor is responsible for data collection and performance measurement.

SW4.3 Method and Source of Acceptance

All deliverables and services rendered under this contract are subject to inspection by the Project Authority.

The Project Authority shall have the right to reject any deliverables that are not considered satisfactory, or require their correction before payment will be authorized.

SW5 Other Terms and Conditions of the SOW

SW5.1 Contractor's Obligations

In addition to the obligations outlined in this Statement of Work, the Contractor shall:

- Provide all public content in both official languages;
- Submit all written reports in hard copy and electronic Microsoft Office compatible documentary form;
- Attend meetings with stakeholders, as needed;
- Participate in teleconferences, as needed;
- Attend in-person meetings with NRCan once a month;
- Work on this iterative project in collaboration with the Project Authority and other stakeholders;
- Maintain all documentation in a secure area

SW5.2 NRCan's Obligations

The Project Authority will provide all relevant information and documentation related to the project and serve as point of contact on all matters associated to the work, including:

- Access to departmental information documents such as publications, reports, studies; government and departmental policies and procedures;
- Coordination of meetings and presentations;
- Provide comments on draft reports within five (5) working days;
- Provide approval of content;
- Provide other assistance or support as needed

SW5.3 Location of Work, Work Site and Delivery Point

The work is expected to be completed at the Contractor's location, with regular meetings via teleconference.

SW5.4 Language of Work

All correspondence, meetings, tasks and deliverables associated to the requirement to be provided in English or French. All public communication content will be translated and provided in English and French by the Contractor.

Request for Standing Offer: NRCan-5000032122

SW5.5 Special Requirements

Data Collection and Privacy

This project will involve collecting non-identifying data in accordance with the Privacy Act.

The Contractor shall comply with applicable laws pertaining to privacy and confidentiality in dealing with information and records related to the Project. The Contractor is subject to the federal Personal Information Protection and Electronic Documents Act and all substantially similar provincial legislation.

Public Opinion Research

This project will not involve public opinion research and all interventions will be factual and behavioural in nature.

SW5.6 Insurance Requirements

It is the sole responsibility of the Contractor to decide whether or not any insurance coverage is necessary for its own protection or to fulfill its obligations under the Contract, and to ensure compliance with required federal, provincial or municipal law. Any such insurance shall be provided and maintained by the Contractor at its own expense.

Any insurance secured is to the benefit and protection of the Contractor and shall not be deemed to release or diminish its liability in any manner including as may be referenced elsewhere by the provisions of this Contract.

Request for Standing Offer: NRCan-5000032122

ANNEX "B" – BASIS OF PAYMENT

1. General Information

1.1 Taxes as Related to Bids Received

For Canadian-based Offerors, prices/rates, as applicable, **MUST** be firm (in Canadian funds) with Canadian customs duties and excise taxes as applicable **included**, and Goods and Services Tax (GST) or Harmonized Sales Tax (HST) as applicable, **excluded**;

For foreign-based Offerors, prices/rates, as applicable, **MUST** be firm (in Canadian funds) and **exclude** Canadian customs duties, excise taxes and GST or HST, as applicable. Canadian customs duties and excise taxes payable by the consignee will be added, for evaluation purposes only, to the prices submitted by foreign-based Offerors;

2. Offeror Financial Offer – Pricing Details to be Completed by the Offeror

The Offeror hereby offers to Natural Resources Canada, as requested by the Minister, to furnish all necessary expertise, supervision, materials, equipment and other things necessary to perform the work as described in the Statement of Work of the Request for Standing Offer and in accordance with the terms and conditions of the Request for Standing Offer, to the satisfaction of the Minister, or his authorized representative, for the following price(s):

The Offeror is required to provide firm, **all-inclusive rates**, in CANADIAN FUNDS, GST/HST extra. Bidders will not be reimbursed for any Travel and Living Expenses. The format for submitting rates should conform to the following grid.

3.1 Firm Rates

Tasks/Activities	Deliverables	Pricing				
Phase 1 – Project Design and Scoping						
Project Design & Scoping	Project Plan	\$				
Fleet identification & communication	Implementation plan of highest priority	\$				
planning	fleets to engage in analysis					
Phase 2 – Deployment of Data Loggers						
Communications plan regarding the	Communication Plan	\$				
telematics service						
Deployment of loggers	Loggers sent to fleets	\$				
Information portal setup	Setup user groups and training for fleet	\$				
	managers					
Analysis & Reporting	Fleet Report including Right-Sizing,	\$				
	Suitability, EVSE requirements and fuel					
	use/GHG reductions					
Phase 3 – Continuation and Refinement						
Continuation of phased approach to	Repeat of Phase 2					
fleet analytics						
Program Re-Evaluation	Discussion and report of potential	\$				
	Program improvements					
Phase 4 – Overall Analysis						
Evaluation and reporting	Final Project report and	\$				
	recommendations					

ANNEX "C" – VENDOR PERFORMANCE

Call-up Number:						
Details of Requirement:						
Date:						
	Strongly Disagree (40%)	Disagree (60%)	Agree (80%)	Strongly Agree (100%)		
The SO Holder delivered to our satisfaction						
The SO Holder was helpful in addressing our questions & concerns						
The SO Holder delivered on schedule						
Any other comments?						

Request for Standing Offer: NRCan-5000032122