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PART 1 – GENERAL INFORMATION

1. Introduction

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

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

The Annexes include:

- 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 who can offer the following, on an “as and when requested” basis.

NOTE: For the purposes of this RFSO, the Bidder may bid to qualify in one (1) or both of the following themes.

- Theme 1a- Technical Training for Energy and GHG reduction management**
- Theme 1b- Awareness Training for Energy and GHG reduction management**
- Theme 2- Financial / Procurement Training for Energy and GHG management activities**

The period of the SOs will be for a one year period with the option to extend by four (4) 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).

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 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 (2017-04-27) 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 (2017-04-27) 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 (2017-04-27) 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 (2017-04-27) 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.

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.

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 the province each course will be carried out in (i.e. Atlantic, Quebec, Ontario, Central, Pacific and North).

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

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:

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: Technical Bid

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 \(http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html). To assist Canada in reaching its objectives, Offerors are encouraged to:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and



- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I – Technical 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.



PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

The Bidder:

- Must propose in their offer a minimum of two (2) different resources as trainers and two (2) different resources as assistant trainers;
- Must not propose the same resource as both trainer and assistant trainer within the same workshop;
- May propose the same resource for some or all of the workshops; and
- May propose the same resource for Theme 1 and Theme 2 if they have the capacity to communicate effectively in both English and French

Bidders are advised to address these criteria in the following order and in sufficient depth in their proposals to enable a thorough assessment. NRCan’s assessment will be based solely on the information contained within the proposal. Experience needs to be demonstrated by facts.

The Bidder should provide complete details as to where, when (month and year) and how (through which activities/responsibilities) the stated qualifications/experience were obtained. Experience gained during formal education shall not be considered work experience. All criteria for work experience shall be obtained in a legitimate work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services.

Bidders should list all their proposed workshop titles under each Stream, including:

- a brief description;
- language;
- mode of delivery (in-class vs web-based);
- names of the proposed trainer and the proposed assistant trainer who will deliver the training
- Qualifications of proposed trainers and proposed assistant trainers:
 - University degree / College diploma, (Name of University / College / Certifying Organization);
 - Name of discipline (program) or designation;
 - Proof of degree / diploma / designation.

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

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

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

NOTE: For the purposes of this RFSO, the Bidder may bid to qualify in one (1) or both of the following themes.

Theme 1a- Technical Training for Energy and GHG reduction management

Theme 1b- Awareness Training for Energy and GHG reduction management

Theme 2- Financial / Procurement Training for Energy and GHG management activities



1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

The Bidder must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement. The offer, which fails to meet the mandatory technical criteria, will be declared non-responsive. Each mandatory technical criteria must be addressed separately.

Item	Mandatory Requirement	Compliant (Yes/No)	Reference to Bidder's Proposal
M1	<p>Bidder's Experience:</p> <p>The Bidder MUST demonstrate that it and/or its resources have acquired experience delivering a minimum of fifteen (15) energy management workshops/training sessions, in the last ten (10) years, similar to those described in Annex "A" – Statement of Work for:</p> <p>Theme 1a – Technical Training for Energy and GHG Reduction Management Workshop;</p> <p>Theme1b – Awareness Training for Energy and GHG Reduction Management Workshop;</p> <p>Theme 2 – Financial / Procurement Training for Energy and GHG Reduction Management Activities</p> <p>The following information will, as a minimum, be provided for each workshop:</p> <ul style="list-style-type: none"> • Name of client organization; • Summary/description (including role of the Bidder, deliverables, length of workshop / training session, description of audience); and • Date of workshop/training session (month and year) 	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M2	<p>Proposed Resource(s):</p> <p>The Bidder MUST propose:</p> <ul style="list-style-type: none"> • Names of two (2) trainers, and two (2) assistant trainers with their City and Province of Residence who are capable of delivery the specified workshops (see Table 1 – attached as Annex "A1") • Workshop language (English and/or French) • Region of Delivery (Atlantic, Quebec, Ontario, Central, Pacific and North – Iqaluit, Yellowknife, Whitehorse) • Delivery format: in-class, web-based, ability to customize workshop content 	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M3	<p>Each trainer and assistant trainer proposed MUST each have, as a minimum:</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	



Item	Mandatory Requirement	Compliant (Yes/No)	Reference to Bidder's Proposal
	<p>University degree or college diploma in one (1) of the following disciplines¹:</p> <ul style="list-style-type: none"> • Engineering; • Industrial Design • Science • Architecture • Other related discipline • Business Administration (Financial or Procurement Theme) • Commerce (Financial or Procurement theme) • Economics (Financial or Procurement theme) <p>Consideration may also be given to trainers and assistant trainers that have one (1) of the following designations:</p> <ul style="list-style-type: none"> • Certified Energy Manager (CEM) with proof of degree/diploma • Certified Measurement and Verification Professional (CMVP) with proof of degree/diploma • Chartered Accountant (CA) (Financial or Procurement theme) • Certified General Accountant (CGA) (Financial or Procurement theme) • Certified Management Accountant (CMA) (Financial or Procurement theme) <p>The following information will, as a minimum, be provided for each trainer or assistant trainer:</p> <ul style="list-style-type: none"> • Name of University/College/Certifying Organization • Name of discipline (program) or designation • Proof of degree / diploma / designation 		
M4	<p>The Bidder MUST provide a letter of recommendation, from at least two (2) clients, from whom the Bidder has undertaken energy management training workshops, within the last five (5) years as it pertains to the themes for which it is applying.</p> <p>Note: A letter of recommendation is expected for each Theme to which you wish to provide energy management training workshops. The letters must come from client of the workshops submitted for R2</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M5	<p>Complete Table 1:</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	

¹ Or the equivalent as established by a recognized Canadian academic credentials assessment service, if obtained outside Canada. The list of recognized organizations can be found in the Canadian Information Centre for International Credentials Website at the following link: <http://www.cicic.ca/indexe.stm>



Item	Mandatory Requirement	Compliant (Yes/No)	Reference to Bidder's Proposal
	The Bidder MUST complete "Table 1 (attached as Annex "A1") with all the possible workshops subject areas they are proposing to deliver including the information requested in each column heading.		

1.1.2 Point Rated Requirements

Item	Point Rated Requirements	Points Breakdown	Max Points	Clearly detail where in your proposal you can find the information
R1a	<p>Range of Workshop topics Using Annex "A1" - Table #1, the Bidder will be evaluated on the range of workshop topics it is proposing to deliver as it relates to energy management and GHG reduction workshop/training sessions for buildings in the private or governmental sector.</p>	<p>To obtain full marks, the Bidder will be able to deliver workshops in all themes proposed. (10 points)</p> <p>See the evaluation grid below for more information.</p>	10	
R1b	<p>Training Format: The bidder should identify the training formats (in-class; web-based; customize) for the workshops proposed in R1 have been delivered from your organization's course listing.</p> <ul style="list-style-type: none"> • A description of the training session • objectives of the training, and the audience targeted • Date and location of the training • Training format: face to face, Webinars or e-training 	<p>To obtain full marks, the Bidder and its resource (s) will have demonstrated meeting all of the areas identified (5 points)</p> <p>See the evaluation grid below for more information.</p>	5	
R1c	<p>Region of Workshop Delivery (Atlantic, Quebec, Ontario, Central, Pacific and North – Iqaluit, Yellowknife, Whitehorse)</p> <p>The bidder should identify the region(s) where the workshops proposed in R1a can be delivered from your organization's course listing.</p>	<p>To obtain full marks, the Bidder and its resource (s) will have demonstrated meeting all of the areas identified (5 points)</p> <p>See the evaluation grid below for more information.</p>	5	
R1d	<p>Language of Delivery (English, French or Bilingual)</p> <p>The bidder should identify the languages (English / French or Bilingual) in which the workshops proposed in R1a can be delivered from your organization's course listing</p>	<p>To obtain full marks, the Bidder and its resource (s) will have demonstrated meeting all of the areas identified (5 points)</p>	5	



Item	Point Rated Requirements	Points Breakdown	Max Points	Clearly detail where in your proposal you can find the information
		See the evaluation grid below for more information.		
R2	<p>Depth and quality of course content delivered in the workshops listed in R1 (introductory, advanced), include:</p> <ul style="list-style-type: none"> • Description of workshop and link to their marketing material in the organization’s course catalogue. • Effort in keeping content up to date: The bidder shall demonstrate their efforts in updating their courses’ content and including the latest technologies. • Ability to customize content of delivered workshops. The bidder should also demonstrate that its resources have already <u>customized and delivered workshops training courses</u> for private or public clients in the last seven (7) years. <p>The workshops developed should relate to the subject themes identified in M1.</p> <p>The description of the experience should not exceed five (5) pages. NRCan reserves the right to disregard any portion exceeding the fifth page.</p>	<p>To obtain full marks, the Bidder and its resource (s) will have demonstrated meeting all of the areas identified (15 points)</p> <p>Bidder shall be evaluated based on a thorough description of completeness of workshop information and the types and breadth of training provided.</p> <p>See the evaluation grid below for more information.</p>	15	
R3	<p>Quality of Technical Experience of Trainers and Assistant Trainers</p> <p>Each trainer and each assistant trainer proposed should demonstrate their experience in implementing energy and GHG reduction projects. Each resource must have performed the following tasks/services:</p> <ul style="list-style-type: none"> • Demonstrable experience in delivering building energy audits, which would include at least five (5) projects comprehensive energy audits in the industrial, commercial or institutional sectors and list the engineering components addressed. • Demonstrable experience in integrating renewable energy and innovative technologies in buildings in at least five (5) projects and list 	<p>To obtain full marks, the Bidder and its combined resource(s) will have demonstrated and delivered 10 projects over the last 10 years and meeting all of the areas identified (15 points)</p> <p>See the evaluation grid below for more information.</p>	15	



Item	Point Rated Requirements	Points Breakdown	Max Points	Clearly detail where in your proposal you can find the information
	<p>the engineering components addressed.</p> <ul style="list-style-type: none"> • Experience in energy monitoring, analysis, targeting and verification in the industrial, commercial or institutional sectors. • Experience in the operation of building automation systems and/or energy management systems along with analyzing, interpreting and reporting outputs from the aforementioned systems. • Experience in the re-optimization process for an existing building's operating equipment (Recommissioning). • Experience in developing business cases for obtaining financing for energy efficiency projects in the industrial, commercial or institutional sectors. <p>The following information for each example will be provided, as a minimum:</p> <ul style="list-style-type: none"> • Client Name • Name of project • Date of project completion (month/year) • Project description • Number of days worked • Sector(s) involved • Trainer's role <p>The description of the experience should not exceed five (5) pages. NRCan reserves the right to disregard any portion exceeding the fifth page.</p>			
R4	<p>Experience as Trainers</p> <p>Each trainer and each assistant trainer should demonstrate their years of experience as trainers.</p> <p>Each trainer and assistant trainer proposed for delivery of the workshops should demonstrate experience, as a trainer, delivering energy management workshops/training sessions to an industrial, commercial or institutional audience.</p>	<p>To obtain full marks, the Bidder and its resource (s) will have demonstrated meeting all of the areas identified (15 points)</p> <p>See the evaluation grid below for more information.</p> <p><i>Note: NRCan reserves the right to check references by</i></p>	15	



Item	Point Rated Requirements	Points Breakdown	Max Points	Clearly detail where in your proposal you can find the information
	<p>The bidder should also demonstrate that its resources (trainer(s) included in M2 have already <u>customized and delivered workshops training courses</u> for private or public clients in the last seven years.</p> <p>References: For each trainer, the Bidder has submitted contact information (name, email and telephone number) for three (3) individuals (excluding NRCan staff), who have seen the trainer deliver training to adults in a workshop or classroom setting. Each of the three (3) individuals must provide a reference based on a different workshop / training session. The workshops / training sessions will have taken place since January 1, 2010. The description of experience in designing and delivering energy management trainings should include:</p> <ul style="list-style-type: none"> • A description of the training session • objectives of the training, and the audience targeted • Date and location of the training • Training format: face to face, Webinars or e-training • Proof of the design of the training session (course content, results of the participants' evaluation) • Name of client organizations that used the training services • Coordinates of one client organization • The level of effort (totals days and cost) for the development of one energy management training (one example of training course among the courses required for R1a) • Number of years of experience as a trainer and as an energy management specialist <p>The description of the experience should not exceed five (5) pages. NRCan reserves the right to disregard any portion exceeding the fifth page.</p>	<p><i>contacting one or all of the references provided. NRCan also reserves the right to reject a Bidder should none of the references provided be available within one (1) week from completion of bid evaluation and if in checking references, they do not confirm the skills and abilities required.</i></p>		
	Total Points Available:		70	
	Total Points Needed to be Considered Compliant (60%)		42	



EVALUATION GRID	
Excellent (100%)	Rated criteria are covered in-depth and submitted information demonstrates a complete and deep understanding of all rated criteria elements.
Very good (80%)	Submitted information clearly indicates a full understanding of all rated criteria elements.
Good (60%)	Submitted information clearly indicates a full understanding of most of rated criteria, but not all
Unsatisfactory (40%)	Submitted information indicates some understanding of criteria outlines, but does not demonstrate a full understanding of all rated criteria.
Poor (20%)	Submitted information indicates that the Bidder has minimal understanding of the criteria outlines.
Unacceptable (0%)	Submitted information does not meet criteria

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).

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	$\frac{88 \times 70}{*88} = 70.00$	$\frac{**750 \times 30}{850} = 26.47$	96.47
Bidder 2	$\frac{82 \times 70}{*88} = 65.23$	$\frac{**750 \times 30}{800} = 28.13$	93.36
Bidder 3	$\frac{76 \times 70}{*88} = 60.46$	$\frac{**750 \times 30}{750} = 30.0$	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.

Standing Offers will be awarded in accordance with the above methodology and ranking of Standing Offers will be based on highest total points to the lowest total points. In the scenario above, Bidder 1 would be ranked 1st, Bidder 2 ranked 2nd and Bidder 3 would



be ranked 3rd. Standing offers will be awarded per Region of Opportunity (Atlantic, Quebec, Ontario, Central, Pacific and North) in both Theme 1 and Theme 2.

NOTE: If an Bidder has been awarded a Standing Offer Agreement, they may submit additional trainers and assistant trainers for qualification under the Bidder's Standing Offer Agreement. Each additional resource proposed must meet the same evaluation criteria provided herein. This can be done during the entire period of the Standing Offer Agreement.

NRCan is willing to set-aside one Standing Offer if an Aboriginal Firm is found to be fully compliant.



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.

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 [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.

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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada-Labour's](#) 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.



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.

Signature of Authorized Company Official

Date

2.2 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.

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



Is the Bidder a FPS in receipt of a pension as defined above? **YES () NO ()**

If so, the Bidder must provide the following information:

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

Work Force Reduction Program

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

If so, the Bidder must provide the following information:

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

Contract Number:

Contract Amount (Professional Fees):

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

Signature of Authorized Company Official

Date

2.4 Aboriginal Designation

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



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

OR

- b. 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.

When an Aboriginal business has six or more full-time employees at the date of submitting the bid, at least thirty-three percent of them must be Aboriginal persons, and this ratio must 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 is NOT an Aboriginal Firm

Our Company is an Aboriginal Firm, as identified above. The bidder must complete the certificate from the appropriate clause below:

SACC Manual clauses [A3000T](#), [A3001T](#), [M3030T](#), [M9030T](#), [S3035T](#) and [S3035T](#) contain a certification that suppliers must complete and submit with their bid/offer/arrangement.

Signature of Authorized Company Official

Date

2.5 Rate or Price Certification

The Bidder certifies that the price proposed is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both.

Signature of Authorized Company Official

Date

2.6 Integrity Provisions - Certification

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.

List of Names: All applicants, regardless of their status under the policy, must have the following information at the time to participate in a procurement process:

Suppliers that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;

Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners;

Suppliers that are a partnership do not need to provide a list of names.

Name of Supplier: _____

OR

Name of each member of the joint venture:



Member 1: _____

Member 2: _____

Member 3: _____

Member 4: _____

Identification of the directors / owners:

NAME	FIRST NAME	TITLE

Signature of Authorized Company Official

Date



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.

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

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

3.1 General Conditions

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.

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.



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 **ten (10)** 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 **twelve (12)** month period from Standing Offer Award with **four (4)** twelve month option periods. The period shall be from date of award of Agreement until **October 31, 2018**.

4.2 Option to Extend Standing Offer

NRCan reserves the right to extend the period of the Standing Offer for up to **four (4)** 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.

4.3 Standing Offer Holder Performance Evaluation

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 "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 **each** 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.



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 [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.



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.

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.

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

2035 (2016-04-04) - General Conditions – Services (Higher 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.

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.



5. 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, travel and living expenses included and Applicable Taxes are extra.

Canada will not pay extra for Travel and Living Expenses. All travel and living expenses are to be built into the firm all-inclusive rates.

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:**

<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>	<p>OR</p>	<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: 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

Provision of Energy and GHG management training (courses / workshops) to federal employees

SW2 Background

In 1991, the Government of Canada launched the Federal Buildings Initiative (FBI), which is operated by Natural Resources Canada’s (NRCan) Office of Energy Efficiency. Through the FBI, NRCan helps federal departments and agencies plan and implement projects that reduce the energy use and greenhouse gas emissions (GHG) in their buildings, laboratories, and other facilities. The FBI provides knowledge, training and expertise that helps custodial departments through the process of undertaking and financing energy efficiency retrofit projects. NRCan also encourages federal organizations to procure efficient equipment, supports the development of energy and GHG management plans, and increase their knowledge through energy and GHG management training to build the department’s institutional capacity to identify energy saving opportunities and act on them.

Key to this program are the tools and services developed to procure the services of energy and GHG management firms to undertake energy efficiency work. Thousands of square meters of federal buildings have been upgraded using the program’s tools and services, leading to improved work environments, reduced GHG and millions of dollars in energy and operational cost savings. Some examples of these tools include: financing through Energy Performance Contracts, Energy Benchmarking, Energy audits, Energy modelling, Monitoring and Verification, Recommissioning.

The Federal Sustainable Development Strategy (FSDS), tabled in Parliament on October 6, 2016, is committing the Government of Canada to reduce the GHG emissions generated by its operations by 40% by 2030 compared to 2005 levels, with an aspirational goal of reaching this target by 2025. NRCan “Greening Government (GG) Support Services” which include FBI is assisting federal organizations working toward achieving the GHG reduction target. NRCan will offer energy and GHG management training services to federal employees through external training organizations to help federal organizations reduce energy consumption and related GHG emissions.

NRCan will offer energy and GHG management training services, to federal employees through external training organizations, as part of NRCan “Greening Government Support Services”; this training will enable federal organizations to build the department’s institutional capacity to identify energy saving Greenhouse Gas Emissions (GHG) opportunities and act on them.

SW3 Scope of the Request for Standing Offer (RFSO)

This procurement vehicle is for the delivery of training services required on an “as and when requested” basis by NRCan, in support of NRCan Greening Government Support Services.

The scope of this RFSO is to qualify companies to deliver training courses / workshops from their existing course catalogues in the subject areas of energy and GHG management, renewable energy training workshops including workshops on the financial and procurement aspects of planning and implementing projects to reduce and manage energy and GHG emissions in federal facilities. This will help NRCan assist client organizations build their institutional capacity to identify energy saving opportunities and act on them to reduce GHG emissions.

For more information on NRCan programs, services and support, email nrcan.fbi-ibf.rncan@canada.ca.

SW4 Objectives of Energy and GHG Management Training

The services of subject matter experts and their companies are required to provide face-to-face training workshops from their existing course catalogues by:

- a) in-class to supplier’s regularly scheduled workshops
- b) in-class at the federal facility (15 to 25 federal participants)



c) web-based training and related services, across Canada

These workshops may be customized, where the content is adapted for a specific organization, facility or sector or. The participants will be federal employees. Workshop length may be from several hours to multiple days.

Energy and GHG management workshops are designed to increase capacity within organizations to identify and implement energy and GHG saving projects and practices including integrating renewable energy in their operations. Targeted participants would be:

- Energy managers
 - Project managers
 - Building managers and operators
 - Plant engineers
 - Trades people
- Financial
 - Accountants, Controllers, Procurement specialists, Financial managers

This standing offer will provide NRCan and subsequently all of the federal organizations with a list of firms qualified to offer training workshops and services, at any given time, in each of the following themes:

Theme 1a) Technical Training for “Energy and GHG reduction management”

Technical Energy and GHG reduction (introductory (one-day) and advanced (multiple-day))

Tools and understanding of energy consumption of buildings and management of projects to reduce energy and GHGs

Energy and GHG reduction project planning and implementation; renewable energy

Energy and GHG Operations management

Approach for net-zero / carbon neutral buildings

Theme 1b) Awareness Training for “Energy and GHG reduction management”

Understand the culture of energy and GHG reduction within the organization’s decision-making and employees’ attitudes.

Theme 2) Financial / Procurement Training for “Energy and GHG reduction management” activities

Understanding of the financial analysis of energy and GHG reduction activities, projects and procurement processes.

Requirements - Needs:

These workshops will need to be available to be delivered in English or French and to locations across Canada depending on the region of opportunity (Atlantic, Quebec, Ontario, Central, Pacific and North)

Any travel costs must be included in the pricing structure and not added separately.

Call-up Request: The NRCan Representative (either Contracting Authority or Project Authority) will contact the first ranked Bidder in the given Region of Opportunity on a “Right of First Refusal” basis. The Project Authority will provide the following information to each Bidder contacted:

- i) The workshop dates;
- ii) The specific Work Theme and Category of Work for which the services are required;
- iii) The level of effort required; and
- iv) The location where the required services will be delivered.



Training delivery format:

- In-class training at the suppliers' location
- In-class training at participants' organization
- On-line web-based workshops

Depending on the number of participants and the type of workshop, the Project Authority (PA) will request either one (1) trainer or one (1) trainer and one (1) assistant trainer. The same trainers and assistant trainers can deliver all workshops if they meet the requirements specified in the Evaluation Procedures in Part 4 of the Request for Standing Offer (RFSO).

There may be a need from the client to customize a workshop in order to adapt it for a specific organization, facility or sector. The number of participants attending a customized workshop is then determined by the PA in conjunction with the client and the Bidder's trainer. Depending on the nature of the workshop and the number of participants, either one trainer or a trainer and assistant trainer will be involved in the delivery of a customized workshop.

The training may or may not include credit toward a diploma or certification. If there is an exam, it is expected that the examination fees are included in the course fees.



ANNEX “A1” – TABLE 1 – BIDDER’S PROPOSED WORKSHOPS (M5)

(Add as many rows as necessary to this table to identify the multiple workshops subject areas that you are able to deliver under each Stream)

	Workshop Title: Brief description (identify workshop topics and workshop titles from Course Catalogues for each Theme you wish to qualify and their content depth (introductory, advanced)	Trainer Name	Assistant Trainer Name	Region of Delivery (please list all applicable: Atlantic, Quebec, Ontario, Central, Pacific and North: Iqaluit, Yellowknife, Whitehorse)	Language of Delivery (English / French or Bilingual)	Training format: in-class, web-based, ability to customize workshop content
<i>Theme X (Sample)</i>		<i>John Smith</i>		<i>Ontario: Toronto National Capital Region</i>	<i>Bilingual</i>	
Theme 1a) Technical Training for Energy and GHG Reduction Management						
Theme 1b) Awareness Training for Energy and GHG Reduction Management						
Theme 2 Financial / Procurement Training for Energy and GHG Reduction Management Activities						



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, Travel and Living Expenses included. 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

Type of Trainer	Region of Delivery	Firm all-inclusive Rates (including travel and living expenses)
Trainer	Atlantic,	\$
	Quebec,	\$
	Ontario,	\$
	Central,	\$
	Pacific and	\$
	North:	
	Iqaluit,	\$
Yellowknife,	\$	
Whitehorse	\$	
Assistant Trainer	Atlantic,	\$
	Quebec,	\$
	Ontario,	\$
	Central,	\$
	Pacific and	\$
	North:	
	Iqaluit,	\$
Yellowknife,	\$	
Whitehorse	\$	



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	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The SO Holder was helpful in addressing our questions & concerns	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The SO Holder delivered on schedule	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The SO Holder delivered in the language of choice (English/French)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The SO Holder provided experienced Trainers/Assistant Trainers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Any other comments?
